

STATE OF SOUTH CAROLINA
STATE ETHICS COMMISSION

COMPLAINT FORM

FOR COMMISSION USE ONLY:

CASE NUMBER

c.2025-089

COMPLAINANT: C. Ray Wrenn

RESPONDENT: Christie Rainwater

ADDRESS:

ADDRESS:

TELEPHONE NUMBER:

TELEPHONE NUMBER:

TITLE: CEO, The Wrenn Group

TITLE: Mayor, City of Hanahan

Set forth in detail specific facts upon which you based your complaint against above-named respondent (only detailed, clear factual allegations will be considered. If additional space is needed, attach supplemental sheets).

Please see the attached report and exhibits

If there is a finding of probable cause, the following documents become public record: the complaint, the response (if any) by respondent, and the notice of hearing. If a hearing is to be held, the final order and all exhibits become public record. If no hearing is held following a finding of probable cause, the final disposition of the matter becomes public record.

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Personally appeared before me C. RAY WRENN who, first being duly sworn, says that he/she has read and knows the contents of the above complaint and that the allegations contained therein, are true and correct to the best of his/her own knowledge, except for those matters therein based upon information and belief, and as to those he/she believes them to be true.

Sworn to and subscribed before me this

5th day of SEPT., 2025

[Redacted Signature]

Complainant Signature

Notary Public for South Carolina

My Commission expires JUNE 11, 2034

TRACY WRENN FORT
Notary Public - State of South Carolina
My Commission Expires
June 11, 2034

SEC-7 (Revised 3/2022)

REPLY TO: 201 Executive Center Drive, Suite 150, Columbia, South Carolina 29210 (803)253-4192
ELECTRONIC COPIES WILL NOT BE ACCEPTED

C102form



September 8, 2025

South Carolina Ethics Commission
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Partner
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Dear Ethics Commission:

On behalf of the Wrenn Group and C. Ray Wrenn, I submit this report outlining possible ethics violations involving elected officials at the City of Hanahan ("City") in violation of the South Carolina Code. This report and attached documentation are intended to supplement the SEC-7 complaint form, which has been signed and notarized by Mr. Wrenn pursuant to the Commission's requirements. The notarized SEC-7 complaint form is attached to this package.

As background, Mr. Wrenn is a real estate developer and native of Hanahan. He is currently involved in litigation with the City involving zoning disputes, Freedom of Information requests, and the deprivation of property rights. I am a partner at Womble Bond Dickinson, and Mr. Wrenn has hired me to conduct an investigation into allegations of ethics violations committed by the Mayor and certain members of City Council.¹

Through initial discovery related to the civil litigation, numerous Freedom of Information Act (FOIA) productions, and the sworn statements of multiple current and former City officials, Mr. Wrenn learned of information that implicates Mayor Christy Rainwater and Councilman Michael Sally in various conflicts of interest. There is a separate allegation in this report that implicates Councilman Sally in criminal COVID-19 fraud. Below are a summary of this information and citations to the supporting documentation. Other than the affidavits, the attached documents came directly from the City through the FOIA process.

¹ One of my colleagues at Womble Bond Dickinson, Bryant Caldwell, is a member of the Ethics Commission. In fairness to the City, we note this potential conflict at the outset and suggest that Mr. Caldwell be recused from this matter to avoid any appearance of bias.

I. The Conflict of Interests Statute

South Carolina Code Section 5-7-130 provides the following in relevant part:

Conflict of Interests of Municipal Officer or Employee.

Any municipal officer or employee who (1) has a substantial financial interest in any business (2) which contracts with the municipality for sale or lease of land ... or services shall make known that interest and refrain from voting upon or otherwise participating in his capacity as a city officer or employee in matters related thereto.

As described below, Mayor Christie Rainwater and Councilman Michael Sally worked for Carolina One Real Estate when the City paid commissions to Carolina One for multiple sales of city-owned land. See [Christie Rainwater - Carolina One Real Estate](#) and www.carolinaone.com/agent-bio/MichaelSally. Despite working as realtors for Carolina One, they failed to recuse themselves from these land sales involving their employer and the City. As Rainwater and Sally worked for the Carolina One office that contracted with the City as a broker, both had a “substantial financial interest in the business” pursuant to S.C. Code § 5-7-130. Not only did they fail to disclose this conflict and refrain from participating in these land sales, the evidence indicates that Rainwater and Sally actively participated in these land sales despite working for Carolina One. The evidence also indicates that the City used Carolina One exclusively for land sales without issuing a Request for Proposal (RFP) to allow other real estate brokers the opportunity to serve as a broker for the City.

II. The Yeamans Hall Road Sale

On June 7, 2022, the City sold commercial land on Yeamans Hall Road to Yeamans Park LCC/d/b/a MOD.HAB, a private company. The sales price was \$425,000. The City financed \$403,750 of the sale, so the buyer did not have to pay the \$425,000 purchase price at closing. See Exhibit 1 and Addendum A. It is unusual for a small municipality to finance the sale of city-owned property to a private party. The company that purchased this property defaulted soon thereafter and made less than \$6,000 in payments. The property was returned to the City via a deed in lieu of foreclosure, and the City did not pursue a civil action against the buyer for the losses from this sale. See Exhibit 2. The outstanding balance after the default was \$398,042.

In the sales contract for the Yeamans Hall Road property, there was information regarding the buyer’s real estate broker. See Exhibit 1 at 9. Yet there was no information in the sales contract that the City, as the seller, would use a real estate broker. *Id.* The section regarding the seller’s real estate broker was left blank. *Id.* Municipalities often issue Requests for Proposals (RFPs) when selling real estate to avoid the expense of paying real estate brokers. In fact, the City issued an RFP for buyers to submit bids for this Yeamans Hall property, so it is unclear why the City needed a real estate broker in addition to an RFP. See Exhibit 3.

Moreover, in the addendum to the sales contract, there was a section specifically governing real estate brokers and commissions, which did not include a provision for the City's broker. This section required the City to pay a 3 percent commission to the buyer's agent only, and it made no mention of paying a commission to another broker. This section stated the following:

B. BROKER AND COMMISSION

- Seller to pay a 3% commission based on the agreed to sales price to Dunes Commercial Properties LLC at closing.

See Exhibit 4.

On June 3, 2022, in preparation for the closing on the Yeamans Hall land, the outside law firm for the City emailed the following:

Our settlement statement for the Hanahan closing is showing a three percent commission payable to the Dunes as purchaser's broker. My client (the City) seems to think there should a commission paid to Carolina One Commercial as well-I assume as seller's broker. Is it possible there should be a six percent commission payable to Carolina One Commercial by the City, as seller, 3% of which goes to you? Neither Lyle nor I were involved in the contractual or brokerage arrangements in this deal, so we're flying a bit blind here.²

See Exhibit 5.

After this email, a revised settlement statement for the sale was executed, which doubled the real estate commissions to \$25,500, included Carolina One as a realtor, and split the commission between Carolina One and the buyer's realtor. *See Exhibit 6* at line 701. The City paid Carolina One's real estate commission as well as the buyer's real estate commission. Although a revised settlement statement was executed, we were unable to locate a sales contract that included a real estate commission to Carolina One. Furthermore, we could not locate an RFP from the City that solicited other real estate brokers to apply to serve as the listing agent for the City. Upon information and belief, the City uses Carolina One exclusively despite the fact that Mayor Rainwater and Councilman Sally are realtors for Carolina One.

Eyewitness testimony supports the suspicious nature of the City paying a commission to Carolina One for the sale of the Yeamans Hall Road land. Katherine Farias was the procurement agent for the City from 2014 until May 2023. She signed the attached affidavit. *See Exhibit 7*. Farias stated that the City Treasurer approached her the day before this closing and expressed concerns about Mayor Rainwater signing the closing documents because she was a realtor for Carolina One, which was being paid a commission on this sale of city property.

Farias stated in the affidavit that Mayor Rainwater attended the closing on June 7, 2022 and that Councilman Michael Sally was Rainwater's Broker-in-Charge at Carolina One during this transaction. According to Farias, Rainwater "only asked the closing attorney one question; and that was to verify the

² There is no indication whatsoever that this closing attorney did anything improper. Nevertheless, this email indicates that the City was eager to pay a commission to Carolina One.

amount of the commission being paid to Carolina One Real Estate, and she wanted to be shown the amount on the settlement statement.” *Id.* at ¶ 15. After verifying the commission to Carolina One, Mayor Rainwater then directed the city administrator, Michael Cochran, to sign the closing documents. *Id.*³

If Mayor Rainwater attended the closing to ensure that Carolina One was paid a commission as Farias alleges, it would be consistent with the email from the City’s outside lawyer a few days earlier that “[m]y client (the City) seems to think there should a commission paid to Carolina One Commercial ...” The evidence indicates that Mayor Rainwater actively participated in the closing to ensure that her employer received a commission -- even though the sales contract did not include a seller’s real estate commission or broker’s fee.

In paragraph 25 of her affidavit, Farias further stated that the City brought money to the closing for the *sole purpose* of paying the real estate commission to Carolina One where Mayor Rainwater and Councilman Sally worked. Farias, who worked for the City for nearly a decade, stated that she left her job at the City due to “unethical practices exhibited over the years by the city leadership.” *Id.* at 6.

In addition to the Farias affidavit, former Councilman Kenneth Boggs was on City Council when the City sold the Yeamans Hall Road land in June 2022. Boggs submitted the attached affidavit. *See* Exhibit 8. In his affidavit, Boggs stated the following:

I was never informed that the City of Hanahan was paying a real estate commission in connection with the sale of these properties. I did not learn that the City of Hanahan paid a real estate commission in connection with the sale of these properties to Yeamans Park LLC until after my term as an elected official had expired. I was told by City officials that the City of Hanahan received an offer in response to a request for proposals.

Mayor Rainwater and Councilman Sally worked for Carolina One at the time of this sale and continue to work at Carolina One today. Not only did Rainwater and Sally fail to recuse themselves from the sale of this land, but the City Council minutes show that they actively participated in approving the sale of the Yeamans Hall Road land. *See* Exhibit 9 at 1 and 6-7. *Mayor Rainwater called the sale for approval before City Council, and Councilman Sally seconded the motion to approve the sale. Id.* These City Council minutes, along with Rainwater’s presence at the closing, show that Rainwater and Sally participated in the sale of city land in which their employer, Carolina One, had a substantial financial interest. Rainwater and Sally voted to approve this sale and participated in the closing despite the obvious conflict of interest.⁴

In summary, Rainwater and Sally were “municipal officers” of the City who (1) had a substantial financial interest in Carolina One, and (2) Carolina One contracted with the City for sale of land ... or services” in violation of S.C. Code § 5-7-130. Rainwater and Sally failed to disclose this conflict of interest and failed to refrain from voting on or otherwise participating as city officers in matters related to this land sale. Further, the failure to include the commission to Carolina One in the sales contract or to

³ It appears from the settlement statement that city officials signed the closing documents at city hall, while the buyer signed the closing documents at a law firm in Mount Pleasant.

⁴ Other documents show that Rainwater and Sally were involved in the sale. *See* Exhibit 10.

inform other Councilmembers of the commission, could be construed as attempts to conceal this conflict of interest.

III. The Williams Lane Sale

In February 2021, the City sold 21.3 acres of residential land on Williams Lane to Grantham LLC, d/b/a Crescent Homes for \$1,675,000. *See* Exhibit 11. In some respects, this sale was similar to the Yeamans Hall Road sale above. Once again, the City used Carolina One for this sale. Yet Mayor Rainwater and Councilman Salley worked for Carolina One at the time of this sale and failed to recuse themselves from the transaction. The City paid \$49,500 in commissions to Carolina One for this transaction. *See* Exhibit 12. Like the Yeamans Hall Road sale, the sales contract for the Williams Lane transaction was signed by City Administrator Mike Cochran, as opposed to Mayor Rainwater. *See* Exhibit 11 at 15.

Both Rainwater and Sally voted to approve this sale before City Council, and there is no indication that either disclosed the commission paid to Carolina One. *See* Exhibit 13 at 13. As in the Yeamans Hall Road transaction above, there is no indication from the FOIA documents that the City issued an RFP that solicited other real estate brokers to apply to serve as the listing agent for the City.

There are some differences between the Williams Lane sale and the Yeamans Hall Road sale. Unlike the Yeamans Hall Road sale, it appears that the City did not issue an RFP for buyers to submit bids to purchase this land.⁵ Also, the commission to Carolina One was included in the sales contract unlike in the Yeamans Hall Road sale, but according to former Councilman Boggs, it was not disclosed to City Council.

In paragraphs 18-19 of his affidavit, former Councilman Boggs stated that “I know that Michael Sally was involved in the negotiations for Hanahan's sale of the Williams Lane property to the developer, but I don't know the extent of his involvement. I was not informed that the City of Hanahan was paying a real estate commission in connection with the sale of the Williams Lane property.”

Other documents indicate that Sally was involved in this sale of land. In response to a FOIA request regarding Williams Lane, Sally emailed documents to City officials from his Carolina One email address. *See* Exhibit 14. It is unclear whether the closing documents for the Williams Lane sale came from Sally directly, or from another source.

In summary, Rainwater and Sally were “municipal officers” of the City who (1) had a substantial financial interest in Carolina One, and (2) Carolina One contracted with the City for sale of land ... or services” in violation of S.C. Code § 5-7-130. Rainwater and Sally failed to disclose this conflict of interest and failed to refrain from voting on or otherwise participating as city officers in matters related to this land sale on Williams Lane.

IV. Allegations that Councilman Sally committed Covid-related fraud

Bo Bowers served as the Fire Chief for the City of Hanahan from October 2014 until

⁵ If an RFP was issued, the City did not include it in the FOIA documents relating to the sale.

June 2022, and he submitted the attached affidavit. *See* Exhibit 15. In the attached, Mr. Bowers alleges that Councilman Sally told him to provide a fraudulent COVID-19 vaccination card in 2021. According to the attached, Sally called Bowers when he was in his automobile with his wife and “told me to give him a fraudulent COVID-19 Vaccination Certification card.” Bowers told Sally that providing a fake vaccination card was not only dishonest but was also a felony. Bowers said that he refused to provide Sally a fraudulent covid vaccination card. After he refused Sally’s demand to provide a fraudulent vaccination card, Sally warned that if Bowers told anyone about this, “he would end me.” *Id.* at ¶ 18.

Bowers noted that his wife was in the automobile with him and heard the entire conversation. *Id.* at ¶ 19. Mr. Bowers is retired; no longer lives in Hanahan; and the statute of limitations has expired for him to sue either Councilman Sally or the City. Thus, he has no obvious motive to accuse Councilman Sally of this crime.

It is a federal crime to produce or supply a fraudulent COVID-19 vaccination card, and others have been prosecuted for doing so in South Carolina. *See* [District of South Carolina | Federal Indictment Returned Against Nursing Director for Producing Fraudulent COVID Vaccine Cards and Lying to Federal Investigators | United States Department of Justice](#). If true, at the very least, Councilman Sally’s attempt to procure a fraudulent vaccination card – and his threats to Mr. Bowers for refusing to do so – constitute Misconduct in Office in violation of S.C. Code § 8-1-80. This statute reads as follows:

Any public officer whose authority is limited to a single election ... who is guilty of any official misconduct, habitual negligence, habitual drunkenness, corruption, fraud, or oppression shall be liable to indictment and, upon conviction thereof, shall be fined not more than one thousand dollars and imprisoned not more than one year.

The South Carolina Supreme Court recently held that “Statutory misconduct by a public officer, like the common law crime, is an offense that is “versatile [in] nature.” *State v. Lewis*, 434 S.C. 158, 173, 863 S.E.2d 1, 9 (2021). If Councilman Sally tried to force a city employee to commit a Covid-related felony, and then threatened the employee that if he told anyone about this, “he would end me,” there is little doubt that this conduct constituted misconduct in office (if not a more serious crime.)

V. Conclusion

Based on the above and attached, there is probable cause to believe that Mayor Christie Rainwater and Councilman Michael Sally violated the Conflict of Interests statute in S.C. Code § 5-7-130. There is further probable cause to believe that Councilman Michael Sally committed Misconduct in Office in violation of S.C. Code § 8-1-80 by attempting to force a city official to issue him a fraudulent Covid vaccination card.

Mr. Wrenn and I stand ready to assist the Commission in any way in this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

September 8, 2025
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M. Rhett DeHart
Partner

CC C. Ray Wrenn



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE
(GENERAL COMMERCIAL USE)

1. **PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), MOD.HAB LLC AND/OR ASSIGNEE

("Buyer"), and

Seller(s), CITY OF HANAHAN

("Seller").

- (A) "Party" -defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" -is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" -the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" -a 24 hour period starting at 10 AM (M/Tu/W/Th/Fr) and counted from 10 AM of the first Business Day following the Effective Date. Business Days shall not begin or end on a Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" -is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" -all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

☒ **BUYER** ☐ **SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE**

2. **PURCHASE PRICE:** \$ 425,000.00 (USD)

Payable by ☒ a combination of financing and cash or ☐ cash. Payment shall be good funds.

The sale of Buyer's real property ☐ is ☒ is not required for Purchase and this contingency terms ☐ are ☒ are not attached.

3. **PROPERTY:** Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property in the same general condition as existed on the Effective Date, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer is solely responsible for inquiring about lease issues prior to signing Contract. Leasing issues: (see Adjustments).

Leased items on Property can include fuel tanks, alarm systems, satellite equipment, roll carts etc. and contain fuel, etc.

Address See addendum A Suite/Unit# _____

City Hanahan State of South Carolina

Zip 29410 County of Berkeley

[AG] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

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Lot - Block - Section/Phase - Subdivision N/A

Other N/A

TMS See Addendum A

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ In attachment(s):
N/A

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and shall occur the ☐ earlier ☐ later of 5 PM on or before , or 30 days from the expiration of the Due Diligence period set forth in Sec. 12 ("Closing Date") with One (1) automatic extension of three (3) Business days for an unforeseen delay through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in ownership type and name(s): MOD.HAB LLC AND/OR ASSIGNEE

or as stipulated by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of the property to Buyer at Closing.

5. **EARNEST MONEY: \$ 2,400.00**

(USD) Earnest Money is paid as follows:

\$ 2,400.00 accompanies this offer and \$ N/A will be paid within N/A Business Days after Effective Date and Earnest Money is in the form of ☒ check ☐ cash ☐ other (wire, etc.) N/A

to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Dunes Commercial Properties LLC as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT: UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS OTHERWISE AGREED UPON IN THIS CONTRACT OR FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SC TREASURER. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY AND PAY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT \$ 300.00 OF EARNEST MONEY SHALL BE RELEASED AND/OR PAID TO THE ESCROW AGENT PRIOR TO FILING INTERPLEADER OR MEDIATION AS COMPENSATION. ESCROW AGENT ACKNOWLEDGES DUTIES.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

[AG] BUYER [] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE

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Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed:
N/A

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association, etc.) are the ☒ Seller's or ☐ Buyer's transaction costs.

7. **FINANCE:** Buyer's obligation under this Contract ☒ is ☐ is not contingent upon obtaining financing during the Due Diligence Period.

8. **INSPECTION/REINSPECTION RIGHTS:** Buyer and qualified/certified inspectors ("Inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Seller will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

☒ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (electricians, plumbers, etc.) to safely connect and operate the utilities during the inspections

☐ Other _____ ☐ see attached.

~~Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.~~

9. **APPRAISED VALUE:**

This Contract ☒ is ☐ is not contingent upon the Property being valued at an Appraised Value equal to or greater than the Purchase Price.

10. **SURVEY, TITLE EXAMINATION, INSURANCE:** Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

11. **SURVIVAL:** If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. **DUE DILIGENCE:**

The DUE DILIGENCE PERIOD ends no later than ☐ earlier ☒ later of 120 Business Days after the original Effective Date or on N/A unless the Parties agree in writing to extend the DUE DILIGENCE PERIOD.

[AG] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

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During the Due Diligence Period, Seller agrees Buyer may choose any of the following:

- ☒ Conduct/obtain Inspections
- ☒ Obtain necessary permits
- ☒ Obtain necessary rezoning of the Property
- ☒ Determine availability of utilities to the Property
- ☒ Obtain financing
- ☒ Conduct a survey of the Property
- ☒ Conduct an environmental study of the Property
- ☒ Conduct a soil analysis of the Property
- ☒ Terminate Contract by delivering written notice to the Seller

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller Notice of Termination.

If Seller receives the Delivered Notice of Termination during the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination to Seller prior to the end of the Due Diligence Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

SHOULD BUYER FAIL TO TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Either Party will have the right for 10 Business Days after Notice of damage to Deliver Notice of Termination to the other party. If both Parties agree to proceed according to the Contract, Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying and paying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as Insurance.

14. PERMITS AND LICENSES: This Contract ☐ is ☒ is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities for Buyer's intended use.

15. REZONING: This Contract ☐ is ☒ is not contingent upon the Property being rezoned.

16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract ☐ is ☒ is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for water and sewer service to the Property suitable for the Buyer's intended use.

17. CONDITION OF PROPERTY: Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

[AC] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

Form 331 PAGE 4 of 9

18. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☐ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance, the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

☒ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

19. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers.

20. MEGAN'S LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker ☒ may ☐ may not place deposited earnest monies into an interest bearing trust account.

22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. ROLLBACK TAXES (IF ANY): The Parties agree that the ☒ Seller or ☐ Buyer shall pay any rollback taxes when rollback taxes are determined and billed.

24. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

25. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate, as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

[AG] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

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26. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
- (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
- (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

27. MEDIATION CLAUSE. Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (Info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation, allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

28. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

29. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions; (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved

{ AG } BUYER [] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE

Form 331 PAGE 6 of 9

within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract.

32. BROKER LIABILITY LIMITATION: Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. Including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. (Land Issues may include: restrictions and easements that may affect desired use, drainage issues, hazardous wastes, environmental issues, water rights, availability of water, sewer or septic waste water issues, soil tests, wetlands surveys and studies, subordination, lot releases, and other issues.) If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:
See Addendum A.

34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the South Carolina Disclosure of Real Estate Brokerage Relationships, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

36. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5:00pm ☐ AM ☒ PM on April 30, 2021 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

[AG] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

Form 331 PAGE 7 of 9

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.

If signee is not a Party, appropriate legal documents (Power of Attorney, Corporate Authorization, etc.) are ☐ attached or ☐ to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Alex Gonzalez 04-05-2021 2:55 PM EDT Date: _____ Time: _____

BUYER: Alex Gonzalez Date: _____ Time: _____

_____ Date: _____ Time: _____

_____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: alex@modhab.com

SELLER: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

_____ Date: _____ Time: _____

_____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCAR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCAR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCAR. SCAR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.

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[AG] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

Form 331 PAGE 8 of 9

TRANSACTIONAL INFORMATION:

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): Dunes Commercial Properties LLC

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): _____

ESCROW AGENT CONTACT INFO: Nina McCurdy nmccurdy@dunesproperties.com (843) 513-1511

LICENSEE: Luiz T. Yamashita Jr. SC LICENSE # 88213 EXPIRES 06/30/2021

BROKER IN CHARGE: Luiz T. Yamashita Jr. SC LICENSE # 88213 EXPIRES 06/30/2021

BROKERAGE COMPANY NAME: Dunes Commercial Properties

INVOLVED AS: ☒ BUYER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ BUYER DESIGNATED AGENT*
☐ CUSTOMER FACILITATOR ☐ TRANSACTION BROKERAGE

MEMBERS OF CTAR _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 835 Coleman Blvd, Ste. 200, Mount Pleasant, SC 29464

NOTICE EMAIL/FAX: lyamashita@dunesproperties.com

MOBILE PHONE: (843)608-8882 OFFICE PHONE: (843)881-5600

OTHER: _____

LICENSEE: _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

INVOLVED AS: ☐ SELLER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ SELLER DESIGNATED AGENT*
☐ CUSTOMER FACILITATOR ☐ TRANSACTION BROKERAGE

MEMBERS OF _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____

OTHER: _____

***DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.**

[AG] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

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ADDENDUM A

To the Agreement to Buy and Sell Real Estate.

Property Address for all parcels being acquired (The Property):

- Property #1: 1240 1/2 Yeamans Hall Rd, Hanahan, SC 29410 TMS: 265-15-06-031
- Property #2: 1240-A Yeamans Hall Rd, Hanahan, SC 29410 TMS: 265-15-06-032
- Property #3: 1240-B Yeamans Hall Rd, Hanahan, SC 29410 TMS: 265-15-06-032
- Property #4: 1242 Yeamans Hall Rd, Hanahan, SC 29410 TMS: 265-15-06-033
- Property #5: 5902 Howard St, Hanahan, SC 29410 TMS: 265-15-06-034

Buyer MOD.HAB LLC
Seller CITY OF HANAHAN

Should any contradiction of terms or conditions exist between the original body of the Agreement to Buy and Sell Real Estate (The Contract) and the terms and conditions of this Addendum, then the terms of this Addendum shall prevail.

This Agreement to Buy and Sell Real Estate (The Contract) is contingent upon the following:

A. EARNEST MONEY AND NON-REFUNDABLE DEPOSIT

- One day after the end of the initial due diligence period of 120 days, Buyer's \$2,400 earnest money becomes non-refundable.

C. FINANCING

- Seller to provide Buyer with owner financing for the first five years upon the sale of the property. Below are the financing terms:
 - Total Loan Amount: \$403,750.00
 - Annual Interest: 4.5%
 - Amortization Schedule: 25 years
 - Payments per year: 12 payments
 - Term: 5 years

B. CONTRACT EXTENSION OPTION

- Buyer shall have the right to extend The Contract by up to two (2) consecutive 30-day extension periods by depositing an additional \$1,000.00 per 30-day extension period exercised with the escrow agent. The additional deposits of \$1,000.00 shall be considered non-refundable, but to be credited to the Purchase Price at closing.

____ Buyer ____ Buyer ____ date

 Seller  Seller ⁰⁹²⁴²⁰²¹ ____ date

BUYER

DATE

BUYER

DATE

SELLER  *MIKE Collier CIV Rights*
CITY of Honolulu SC

05/24/2021
DATE

SELLER

DATE

____ Buyer ____ Buyer ____ date

 Seller  Seller *05/24/2021* date

COMPLAINANT 0011

EXHIBIT

2

ASSIGNMENT OF LICENSES AND PERMITS

YEAMANS PARK LLC ("Assignor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby sells, assigns, transfers, and sets over unto CITY OF HANAHAN ("Assignee"), the following (collectively, the "Assigned Property"):

(1) All of Assignor's right, title and interest in and to all Licenses and Permits, if and to the extent assignable, including, without limitation, the Licenses and Permits listed on Exhibit A attached hereto.

(2) All of Assignor's right, title and interest in and to all intangible personal property of Mortgagor in connection with the development, leasing, management, and/or operation of the Assigned Property including, but not limited to, logos, trade styles, and trade names, brochures, manuals, lists of prospective tenants, advertising material, assignable utility contracts, and assignable telephone numbers.

(3) This assignment is made in connection with that certain Deed-In-Lieu-of-Foreclosure of even date herewith for real property which secures that certain Promissory Note dated June 7, 2022, in the original principal amount of \$403,750.00.

(4) The Assigned Property is sold, transferred, conveyed, assigned, and set over unto Buyer subject to the Permitted Exceptions and the City of Hanahan Loan Documents.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Mortgagor has executed and delivered this Assignment of Licenses and Permits as of the date set forth below.

Date: November 22nd, 2023

ASSIGNOR:
YEAMANS PARK LLC

By: [REDACTED] (L.S.)

Print Name: ALEJANDRO GONZALEZ

Its: MANAGING MEMBER



CITY OF HANAHAN

Request for Proposal

Sale of Property - Yeamans Hall Road - Hanahan

Solicitation Number:	COH#-101920
Solicitation Date:	October 19-2020
Proposal Submission Deadline:	November 4-2020

*City of Hanahan
Procurement
1255 Yeamans Hall Road
Hanahan, South Carolina 29410
(843) 576-5254*

COMPLAINANT 0013

**REQUEST FOR PROPOSALS
FOR THE PURCHASE & DEVELOPMENT OF PROPERTY
OWNED BY THE CITY OF HANAHAN, SOUTH CAROLINA**

I. STATEMENT OF PURPOSE

In order to promote commercial activity downtown, the City of Hanahan (the "City") is requesting proposals for the purchase and development of city-owned property.

This RFP contains a description of the property, description of the goals for the project, criteria set by the City of Hanahan for the ranking of proposals, and additional information about the site.

II. THE PROPERTY

The property is located at the intersection of Yeamans Hall Road at Howard Street (TMS # 265-15-06-032 and 265-15-06-034) (the "Property"). It is located within the City's Town Center zoning district and is directly across Yeamans Hall Road from City's Yeamans Hall gymnasium.

The City is open to projects requiring either the renovation or demolition of the existing structure.

The site features approximately 140 feet for Option 1 (or 185 for Option 2) of frontage on Yeamans Hall Road or 140 feet and approximately 100 feet for Option 1 (or 120 feet for Option 2) of frontage on Howard Street. Yeamans Hall Road that has an average daily volume of 7,000 vehicles.

The zoning designation for the property is Town Center (TC). Proposers are encouraged to contact the city's Planning Department at (843) 885-5045 for further information regarding the applicable zoning regulations.

Any new commercial construction will be subject to design review by the City of Design Control Committee (DCC).

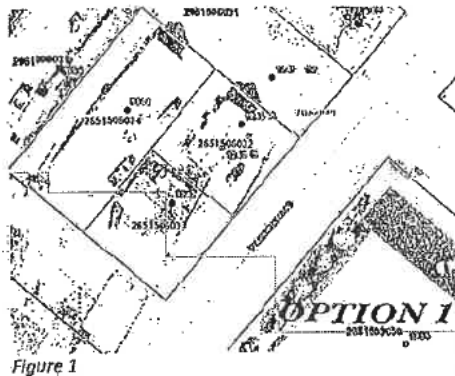


Figure 1

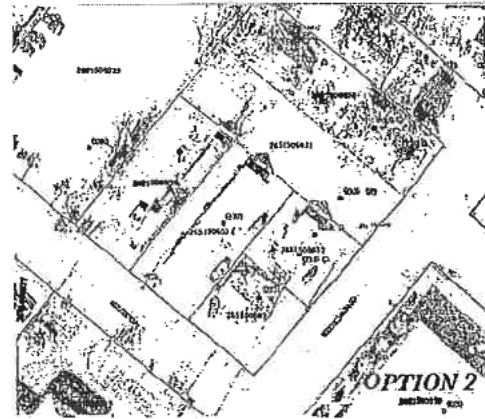


Figure 2

III. GOALS FOR DEVELOPING THE SITE

Development of this Property shall accomplish the following city goals:

Create Downtown Activity - The project should increase activity in the city's downtown commercial core.

Ensure Design Quality and Compatibility - The site occupies a visible location in downtown Hanahan. Appropriate design techniques and materials should be employed to ensure that the development produces a high-quality, attractive building that further enhances the appearance of the area.

Enhance the Tax Base - Enhancing the tax base of the City of Hanahan will help grow and sustain a more vibrant commercial district in the core of the community.

Fill a Gap in the Business Community - Projects that bring a new or enhanced business type or model to the city are encouraged.

Proposed projects should include one or more of the following:

- Multi-level
- Mixed-use
- Retail uses complementary to existing businesses and a good fit for the surrounding community
- Tourism-related businesses or activities
- Full-service restaurants and/or breweries

- Other uses as may be determined by the City of Hanahan

IV. INCENTIVES

The City will waive any City required permitting fees for 36 months relating to the development of the Property, which is approved by the City.

V. SELECTION

Proposals for the purchase and development of the Property will be evaluated according to the following criteria:

- The extent to which the proposed development satisfies a desired or unique niche in the marketplace and helps diversify the economy of the City;
- The increase in tax/fee revenues that may result from the development;
- The contribution that the development will make toward increased employment and earnings within the City, including the number and quality of jobs created;
- The degree to which the development may potentially stimulate other desirable economic development and/or redevelopment activity;
- The beneficial economic impact the development may have on the area immediately surrounding the project;
- The extent to which additional direct or indirect public costs to the City would be necessary;
- The demonstrated capacity of the developer to finance, market, manage and complete similar previous projects, including the ability to secure viable and desirable tenants; and
- The developer's demonstrated readiness and ability to proceed on the project including reasonable time schedules and attainable benchmarks.

While the amount paid by the developer to the City for the purchase of the Property may be considered, it will not be the deciding factor. The City views this project as a long-term investment in our community, not as a real estate transaction designed to generate the highest sales price possible.

VI. GENERAL TERMS AND CONDITIONS

Sale Options:

Option 1 includes the parcels shown in Figure 1. Option 2 includes the land shown in Figure 1 as well as the barn structure. The Property is equipped with underground utilities and currently operates as a Food Truck park with 4 truck connection sites.

The successful bidder will agree to operate the food truck park for a period of 5 years after the date of the sale. The rental revenues are currently \$2,000 per month on average.

Proprietary/Confidential Information

The offerors are required to notify the City of any restrictions on the use of data contained in their responses and are hereby informed that proprietary information will be handled in accordance with applicable law, regulations and policy of the City. All proprietary/confidential information must be clearly marked as "Proprietary/Confidential." Otherwise, all documents and information contained in the responses will be considered subject to the South Carolina Freedom of Information Act.

Background Check

The City reserves the right to conduct a background inquiry of each developer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting applications or proposals to the City, the developer consents to such an inquiry and agrees to make available to the City such books and records as the city deems necessary to conduct the inquiry

Determination of Responsibility

The City may make such investigation as it deems necessary to determine the ability of a developer to provide full performance as outlined in the qualifications. The developer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any developer if the evidence submitted by or investigation of such developer fails to satisfy the City that such developer is properly qualified to carry out the obligations of a contract.

Rights Reserved by City

The City reserves the right to amend its evaluation criteria as the City, in its sole discretion, shall determine appropriate, and to utilize, as needed, an independent review team. A review and evaluation of the responses contained in the previous section will

serve as a basis of selection of the developer or developers judged best suited to meet the City's goals for the site.

Those deemed best suited may then be asked to submit a more detailed proposal. The City reserves the right to reject any or all submittals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the qualifications submitted. The City may, at its option, interview developers as part of this selection process. However, selection may take place without such interviews. Therefore, proposals should be complete as initially submitted.

VII. SUBMITTAL REQUIREMENTS

Responses to this RFP shall include the following:

1. **Letter of Interest** – Include a letter stating the proposer's interest in the project, including a purchase offer for the Property and an identified use. Purchase offers should include the price, the assumptions made to justify the price, and the time needed for closing.
2. **Project Summary and Timeline** – Provide a written description of the proposed development. Additional graphics, such as initial site plans, may be included as visual aids. The project summary should describe in sufficient detail the concept of the ideal development for the site, overall scope of the project, timeframe within which the proposed project would be started and completed, and any other relevant information. The timeframe should demonstrate the developer's readiness and ability to proceed on the project with time schedules reasonably described.
3. **Qualifications and Experience** – Provide a list of developers involved in the project and an overview of their experience, including a list of previously completed projects comparable in size and scope.
4. **Financial Responsibility** – Demonstrate the capacity of the developer to finance the purchase and development of property including the ability to secure tenants, if needed.

Ten (10) copies of the proposal shall be submitted to the City of Hanahan no later than **2:00 PM on November 4, 2020**. Submissions after the specified date and time will not be accepted or opened and may be returned to the bidder.

Anyone wanting to tour the Property weekdays between **October 21, 2020 and October 30, 2020** may schedule an appointment by contacting Jeff Hajek, Economic Development, at (843) 885-5045.

If a proposal is not accepted and agreed upon through this RFP, future proposals will be accepted and evaluated on a first come, first served basis.

Questions shall be addressed to and the proposal shall be submitted to:

Jeff Hajek, Economic Development
City of Hanahan
Hanahan, S.C.
jhajek@cityofhanahan.com
(843) 885-5045



ADDENDUM A

To the Agreement to Buy and Sell Real Estate dated 11/4/2020

Property Address for all parcels being acquired (The Property):

- Property #1: 1240-A Yeamans Hall Rd, Hanahan, SC 29410 TMS: 265-15-06-032
- Property #2: 1240-B Yeamans Hall Rd, Hanahan, SC 29410 TMS: 265-15-06-032
- Property #3: 1240 1/2 Yeamans Hall Rd, Hanahan, SC 29410 TMS: 265-15-06-031
- Property #4: 1242 Yeamans Hall Rd, Hanahan, SC 29410 TMS: 265-15-06-033
- Property #5: 5902 Howard St, Hanahan, SC 29410 TMS: 265-15-06-034

Buyer MOD.HAB LLC
Seller CITY OF HANAHAN

Should any contradiction of terms or conditions exist between the original body of the Agreement to Buy and Sell Real Estate (The Contract) and the terms and conditions of this Addendum, then the terms of this Addendum shall prevail.

This Agreement to Buy and Sell Real Estate (The Contract) is contingent upon the following:

A. EARNEST MONEY AND NON-REFUNDABLE DEPOSIT

- One day after the end of the initial due diligence period of 120 days, Buyer's \$2,400 earnest money becomes non-refundable.

B. CONTRACT EXTENSION OPTION

- Buyer shall have the right to extend The Contract by up to two (2) consecutive 30-day extension periods by depositing an additional \$1,000.00 per 30-day extension period exercised with the escrow agent. The additional deposits of \$1,000.00 shall be considered non-refundable, but to be credited to the Purchase Price at closing.

B. BROKER AND COMMISSION

- Seller to pay a 3% commission based on the agreed to sales price to Dunes Commercial Properties LLC at closing.

AMS Buyer _____ Buyer 11/4/20 date _____ Seller _____ Seller _____ date

COMPLAINANT 0020

Hi Bryan,

Roy Oglesby with Carolina One will be collecting a 3% commission on the seller's side. I have him copied this email as well.

Luiz

On Fri, Jun 3, 2022 at 1:46 PM Kitz, Bryan <bkitz@hsblawfirm.com> wrote:

Hi Luiz,

Hope all is well!



Our settlement statement for the Hanahan closing is showing a three percent commission payable to the Dunes as purchaser's broker. My client (the City) seems to think there should a commission paid to Carolina One Commercial as well—I assume as seller's broker. Is it possible there should be a six percent commission payable to Carolina One Commercial by the City, as seller, 3% of which goes to you? Neither Lyle nor I were involved in the contractual or brokerage arrangements in this deal, so we're flying a bit blind here.

Bryan J. Kitz | Attorney
Direct 843.720.4417 | bkitz@hsblawfirm.com
Haynsworth Sinkler Boyd, P.A.
134 Meeting Street, 3rd Floor | Charleston, SC 29401
Main 843.722.3366 | Fax 843.722.2266
[Web](#) | [Bio](#) | [Card](#) | [Map](#) | [Linked In](#) | [Blog](#)

From: Lyle Perkins <lyle@dhs-lawfirm.com>
Sent: Monday, June 6, 2022 9:41 AM
To: Luiz Yamashita <lyamashita@dunesproperties.com>; Kitz, Bryan <bkitz@hsblawfirm.com>
Cc: Anthony Stith <anthony@dhs-lawfirm.com>; McQuillin, Mac <mmcquillin@hsblawfirm.com>; Roy Oglesby <roy.oglesby@carolinaoneplus.com>
Subject: RE: Alex Gonzalez/Modhab with City of Hanahan

Attached is the revised settlement statement adding in the 3% commission to Carolina One

DODDS HENNESSY & STITH, LLC DOES NOT CHANGE ITS WIRE INSTRUCTIONS. IF YOU RECEIVE NEW OR REVISED WIRE INSTRUCTIONS FROM OUR FIRM, PLEASE NOTIFY ME IMMEDIATELY.

CONFIDENTIALITY NOTICE: This e-mail communication, including any attached files ("Communication"), was sent by or on behalf of an attorney and may contain material that is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. This Communication is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient or the person responsible for delivering this Communication to the intended recipient, you are prohibited from retaining, using, disseminating, forwarding, printing, or copying this Communication. If you have received this Communication in error, please immediately notify the sender via return e-mail or telephone.

From: Luiz Yamashita <lyamashita@dunesproperties.com>
Sent: Monday, June 6, 2022 8:37 AM
To: Kitz, Bryan <bkitz@hsblawfirm.com>
Cc: Lyle Perkins <lyle@dhs-lawfirm.com>; Anthony Stith <anthony@dhs-lawfirm.com>; McQuillin, Mac <mmcquillin@hsblawfirm.com>; Roy Oglesby <roy.oglesby@carolinaoneplus.com>
Subject: Re: Alex Gonzalez/Modhab with City of Hanahan

Roy copied this time.

On Mon, Jun 6, 2022 at 8:36 AM Luiz Yamashita <lyamashita@dunesproperties.com> wrote:

COMPLAINANT 0022

EXHIBIT

OMB NO. 2502-0265

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN 1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins. 6. FILE NUMBER: A-17188-P 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. NAME AND ADDRESS OF BORROWER: Yeamans Park LLC		E. NAME AND ADDRESS OF SELLER: City of Hanahan	
G. PROPERTY LOCATION: 1240 1/2, 1240 A&B, 1242 Yeamans Hall Road, 5902 Howard Street Hanahan, SC 29410 Berkeley County, South Carolina Port Park, Lots 6, 5, and 4, Block C		F. NAME AND ADDRESS OF LENDER: City of Hanahan 1255 Yeamans Hall Road Hanahan, SC 29410 H. SETTLEMENT AGENT: Dodds Hennessey & Smith, LLC PLACE OF SETTLEMENT: 973 Houston Northcut Blvd Suite 101 Mount Pleasant, SC 29464	
I. SETTLEMENT DATE: June 7, 2022 DISBURSEMENT DATE: June 7, 2022			

J. SUMMARY OF BORROWER'S TRANSACTION <table style="width: 100%;"> <tr> <td colspan="2">100. GROSS AMOUNT DUE FROM BORROWER:</td> </tr> <tr> <td>101. Contract sales price</td> <td style="text-align: right;">425,000.00</td> </tr> <tr> <td>102. Personal property</td> <td></td> </tr> <tr> <td>103. Settlement charges to borrower (line 1400)</td> <td style="text-align: right;">4,870.00</td> </tr> <tr> <td>104.</td> <td></td> </tr> <tr> <td>105.</td> <td></td> </tr> <tr> <td colspan="2"><i>Adjustments for items paid by seller in advance</i></td> </tr> <tr> <td>106. City/Town taxes</td> <td></td> </tr> <tr> <td>107. County taxes</td> <td></td> </tr> <tr> <td>108. Assessments</td> <td></td> </tr> <tr> <td>109.</td> <td></td> </tr> <tr> <td>110.</td> <td></td> </tr> <tr> <td>111.</td> <td></td> </tr> <tr> <td>112.</td> <td></td> </tr> <tr> <td>120. GROSS AMOUNT DUE FROM BORROWER</td> <td style="text-align: right;">429,870.00</td> </tr> <tr> <td colspan="2">200. 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COMPLAINANT 0023

L. SETTLEMENT CHARGES						PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	\$	425,000.00	@	6.0000 %	25,500.00		
Division of Commission (line 700) as follows:							
701. \$ 12,750.00	to	Carolina One Real Estate					
702. \$ 12,750.00	to	Dunes Commercial Properties LLC					
		Less Deposit Retained			3,400.00		
703. Commission Paid at Settlement							22,100.00
704. Dep. retained by Dunes Commercial Pr	to	Dunes Commercial Properties LLC			POC 3,400.00		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN							
801. Loan Origination Fee	%	to					
802. Loan Discount	%	to					
803. Appraisal fee		to					
804. Credit report		to					
805. Lender's inspection fee		to					
806. Mortgage Insurance application fee		to					
807. Assumption fee		to					
808.		to					
809.		to					
810.		to					
811.		to					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE							
901. Interest From 06/07/22 to 07/01/22	@	\$	/day	(24 days	%)		
902. Mortgage Insurance premium	for	month	to				
903. Hazard Insurance premium	for	year	to				
904.	for	Year	to				
905.		to					
1000. RESERVES DEPOSITED WITH LENDER							
1001. Hazard Insurance	Months	@ \$		per	Month		
1002. Mortgage Insurance	Months	@ \$		per	Month		
1003. User/Stormwater Fee	Months	@ \$		per	Month		
1004. County property taxes	Months	@ \$		per	Month		
1005. Annual assessments	Months	@ \$		per	Month		
1006.	Months	@ \$		per	Month		
1007.	Months	@ \$		per	Month		
1008.	Months	@ \$		per	Month		
1100. TITLE CHARGES							
1101. Settlement or closing fee		to					
1102. Abstract or title search		to					
1103. Title examination		to	Dodds Hennessey & Smith, LLC			485.00	
1104. Title Insurance binder		to	The Carolina Title Agency			175.00	
1105. Document preparation		to	Haynsworth Sinkler Boyd, PA- POC				
1106. Notary fees		to					
1107. Attorney's fees		to	Dodds Hennessey & Smith, LLC			1,500.00	
(includes above item numbers:						)	
1108. Title Insurance		to	The Carolina Title Agency			1,112.50	
(includes above item numbers:						)	
1109. Lender's coverage		\$ 403,760.00		100.00			
1110. Owner's coverage		\$ 425,000.00		1,012.50			
1111.		to					
1112.		to					
1113.		to					
1114.		to					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES							
1201. Recording fees: Deed	\$ 15.00;	Mortgage	\$ 25.00;	Releases		25.00	15.00
1202. City/County tax/stamps: Deed	\$ 1,572.50;	Mortgage				1,572.50	
1203. State tax/stamps: Deed		Mortgage					
1204.		to					
1205.		to					
1300. ADDITIONAL SETTLEMENT CHARGES							
1301. Survey		to					
1302. Pest inspection		to					
1303.		to					
1304.		to					
1305.		to					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)						4,870.00	22,115.00

Acknowledgment Of Receipt Of Settlement Statement

Buyer/Borrower: Yeamans Park LLC

Seller: City of Hanahan
Lender: City of Hanahan
Settlement Agent: Dodds Hennessy & Stith, LLC
(843) 881-1022

Place of Settlement: 973 Houston Northcutt Blvd, Suite 101
Mount Pleasant, SC 29464

Settlement Date: June 7, 2022

Property Location: 1240 1/2, 1240 A&B, 1242 Yeamans Hall Road, 5902 Howard Street
Hanahan, SC 29410
Berkeley County, South Carolina
Port Park, Lots 6, 5, and 4, Block C

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Yeamans Park LLC

BY: _____
Alejandro Gonzalez
Manager

City of Hanahan

BY: _____
Michael J. Cochran
City Administrator

Dodds Hennessy & Stith, LLC
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

A-17188-P/16

COMPLAINANT 0025



AFFIDAVIT

Personally appeared before me, Katherine Farias, who, being duly sworn, deposes and says:

1. I am over 18 years of age and otherwise competent to provide this Affidavit and the testimony herein. I am not under the influence of alcohol, drugs, or any other intoxicating substances.
2. My name is Katherine Farias, and I reside at:
1121 Woodside Dr.
Hanahan, SC 29410
3. My phone number is: 404-520-1899
4. My email is: kfarias55@gmail.com
5. From November 4, 2014, until May 19, 2023, I was the procurement agent for the City of Hanahan.
6. I left the City of Hanahan on May 19, 2023, because of what I believed to be unethical practices exhibited over the years by the city leadership.

THE YEAMANS PARK LLC AFFAIR

7. I was personally present during the closing of the sale of the real estate at 1240 Yeamans Hall Rd from the City of Hanahan to Yeamans Park LLC.
8. The closing took place in the upstairs conference room of the Hanahan City Hall on June 7, 2022.
9. The day before the closing Allison Driggers, the City Treasurer, came to my office asking if I was going to be in the closing the next day.
10. I told her that I would be.
11. She expressed concern about Mayor Rainwater signing the closing documents because she was a real estate agent for Carolina One Real Estate, who was being paid a commission on the sale of the property.

Affidavit of Farias Feb 2025

12. I told her that Courtney Soler, nor Mayor Rainwater would listen to anything I told them and that she should tell Courtney Soler herself.
13. That evening, I and others received a text from Courtney Soler that Mike Cochran would sign the closing documents instead.
14. Even though she was not signing, Mayor Rainwater was present during the closing.
15. She only asked the closing attorney one question; and that was to verify the amount of the commission being paid to Carolina One Real Estate and she wanted to be shown the amount on the settlement statement.
16. After verifying the commission, she directed Mike Cochran to sign the closing documents.
17. At the time of the closing, it was common knowledge among city staff that Mayor Rainwater was a real estate agent with Carolina One Real Estate and that her Broker in Charge was Councilman Michael Sally.
18. The Haynesworth Sinkler Boyd law firm was directly involved in the transaction and represented the City of Hanahan.
19. After the closing, Stafford "Mac" McQuillin transmitted the letter dated November 17, 2022 to the buyer requesting the buyer pay for certain fees advanced by the City. A copy is attached as an exhibit.
20. Attached to the McQuillin Nov. 17, 2022 demand letter was a copy of the settlement statement which clearly indicates the amount of the commission paid to Carolina One Real Estate relating to the transaction.
21. For this reason I believe that Attorney McQuillin, and the Haynesworth firm, had knowledge of Councilman Sally and Mayor Rainwater's use of their elected offices to direct commissions to a company for whom they were currently employed.

Affidavit of Farias Feb 2025

22. I also suspect that Carolina One Real Estate was paid a commission on the City of Hanahan's sale of the 21-acre Williams Ln property; however, I am not in possession of the settlement statement for this transaction.
23. I also am aware that Carolina One was the listing agent for the property at 1240 Yeamans Hall Rd when the City purchased it in 2018; however, I am not in possession of the settlement statement for this transaction.
24. The 2022 sale of Yeamans Hall Rd property was unusual because the City of Hanahan agreed to owner finance nearly 100% of the purchase price.
25. The City of Hanahan had to bring money to the closing solely for the purpose of paying real estate commissions on the transaction.
26. The buyer defaulted within the two years and transferred the property back to the City of Hanahan by way of a deed in lieu of foreclosure.
27. The settlement statement did not identify the legal fees charged by the Haynesworth firm in relation to the sale of the Yeamans Hall Rd property in 2022; these fees were invoiced to the City outside of the closing. This prevents the settlement statement from showing the true cost of the transaction to the City of Hanahan.
28. I was the City Procurement Agent and to my recollection, at no time did the City advertise to the public that it was seeking a realtor to list and sell either of the properties discussed in this affidavit; nor did the City ever consider any other agent other than Carolina One Real Estate.
29. I attest that the following enclosed exhibits are authentic copies and have not been modified in any way except to redact the identify of the persons printing the MLS reports:
- a) McQuillin Letter
 - b) Settlement Statement on 2022 sale of 1240 Yeamans Hall Rd and adjacent properties (4 lots)

Affidavit of Farias Feb 2025

- c) MLS records on 21-acre Williams Ln property
- d) MLS records on 2018 purchase of 1240 Yeamans Hall Rd and adjacent properties (4 lots)
- e) 2022 Mortgage from Yeamans Park LLC to Hanahan (drafted by Haynesworth firm)
- f) 2023 Deed in lieu of foreclosure

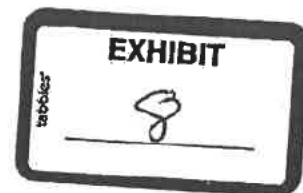
FURTHER THE AFFIANT SAYETH NOT.


By Katherine Farias

Sworn Before me this 15 day of Feb 2025.


Notary Public for South Carolina

My Commission expires: July 19, 2031



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

**AFFIDAVIT OF
Kenneth Boggs**

Personally, appeared before me, Kenneth Boggs, who, being duly sworn, deposes and says:

1. I am over 18 years of age and otherwise competent to provide this Affidavit and the testimony herein. I am not under the influence of alcohol, drugs, or any other intoxicating substances.
2. I served as an elected member of the Hanahan City Council from 2020 through 2024; my term of office has expired, and I last participated in a meeting as an elected official in December 2024.
3. In 2022, the City of Hanahan sold four pieces of real estate to a company named Yeamans Park LLC.
4. I was hesitant for the City of Hanahan to provide owner financing.
5. I was never informed that the City of Hanahan was paying a real estate commission in connection with the sale of these properties.
6. I did not learn that the City of Hanahan paid a real estate commission in connection with the sale of these properties to Yeamans Park LLC until after my term as an elected official had expired.
7. I was told by City officials that the City of Hanahan received an offer in response to a request for proposals.
8. In 2023, I learned that the buyer was not making payments to the City as required by the owner financing agreement.
9. I was upset that the City of Hanahan had allowed the buyer to be in default for many months without any action by the City.
10. In 2023, the City of Hanahan accepted a deed in lieu of foreclosure from the buyer, Yeamans Park LLC.
11. In September and October 2024, the City Council voted to rezone the four properties to "Town Center" while still owned by the City.
12. In November and December 2024, the City Council voted to authorize the sale of these four properties.

13. I am unaware of any public offering.
14. I am unaware of any listing.
15. I was told that the City had reached an agreement with a local developer whereby the developer would purchase the property for "above market value".
16. I do not recollect the exact purchase price.
17. I was told that Courtney Soler approached the developer directly in order to initiate negotiations.
18. I know that Michael Sally was involved in the negotiations for Hanahan's sale of the Williams Lane property to the developer, but I don't know the extent of his involvement.
19. I was not informed that the City of Hanahan was paying a real estate commission in connection with the sale of the Williams Lane property.
20. Prior to Courtney Soler joining the City, the City of Hanahan had minimal legal expenses. The City was not embroiled in legal disputes or conflicts at that time.
21. After Courtney Soler became the City Administrator, legal counsel inserted itself into every aspect of the government.
22. Prior to Soler, the Council rarely entered into executive session.
23. McQuillin's demeanor and conduct in the executive sessions became aggressive after I requested that Ray and his legal counsel be allowed to attend the council meeting to state their position; and at that point, it became obvious that McQuillin was advocating for a particular result.
24. On one occasion, I recollect that McQuillin stated, "If you don't vote the way I tell you to, then you are breaking the law."
25. Nearly all executive sessions were about Ray Wrenn, the Foster Creek PD, or the Bowen development.
26. The Council approved the hiring of Ross Appel because the Council wanted to introduce additional objectivity as to the disputes between City Staff and Ray Wrenn over the Foster Creek PD.
27. Ross Appel was selected by Soler and McQuillin.
28. At the time that City Council voted to approve the hiring of Ross Appel we were not informed that Ross Appel was actively representing Mac McQuillin as his personal attorney.

FURTHER, YOUR AFFIANT SAYETH NOT.


Kenneth Boggs

SWORN to and SUBSCRIBED before me

this _____ day of _____, 20__

(L.S.)
NOTARY PUBLIC for South Carolina

My Commission Expires: _____



**Minutes from April 13, 2021
Hanahan Council Meeting - 6:30PM
Debbie Lewis Municipal Chambers
1255 Yeamans Hall Road Hanahan, SC 29410**

A City Council Meeting was held on Tuesday, April 13, 2021 at 6:30pm. The meeting was advertised in the Post and Courier. The Agenda was posted on the City of Hanahan webpage, the City's Facebook page and a copy of the Agenda was posted on the lobby bulletin board at least 24 hours prior to the meeting. Mayor Rainwater presided. Council Members that were present at tonight's meeting were – Mayor Pro Tem Hedgpeth, Member Sally, Council Member Spurlock, Council Member Dyson, Council Member Chandler, and Council Member Boggs. We had a quorum for tonight's meeting.

Staff members that were present were: Mike Cochran - City Administrator, Courtney Soler – Finance Director, Bo Bowers – Fire Chief, Joe Gill – Public Works Director, Randy MoneyMaker – Parks & Recreation Director, Jon Ellwood – IT, Larry Sturdivant – Building & Codes, Dennis Turner – Police Chief, Jeff Hajek – Building & Codes, Allyson Driggers – Payroll, Tyler Dempsey – Building & Codes. Allyson Driggers took the minutes, as Emily Huff was home in quarantine.

The sign-in sheet has been included with the minutes.

CALL TO ORDER

Mayor Rainwater called the Tuesday, April 13, 2021 City Council Meeting to order at 6:30pm.

INVOCATION

The Invocation was led by Council Member/ Pastor Adam Spurlock, as Pastor Tyler Daniel had to cancel at the last minute.

PLEDGE OF ALLEGIANCE

Council Member Chandler led us in the Pledge of Allegiance.

RECOGNITIONS

1. **Citizen of the Month** – This recognition had to be postponed until next month, as the award recipient was out of town and unable to attend.
2. **Difference Maker Art Project Winners** – The Mayor held her annual Difference Maker Art Project in our four (4) Hanahan schools and the winner from each school was recognized tonight by Council. The Mayor stated that when she first walked into her office for the first time at City Hall, she asked herself what message she wanted to send

to every person who entered her office. With the help of our talented students in Hanahan, she stated that she has sent a strong, beautiful message, thanks to the art that hangs on her office walls. The winners were for this academic school year are Skylar McLeaf (Bowens Corner Elementary), Madison Stewart (Hanahan Elementary), Brianna Cobos (Hanahan Middle) and Ansley Adams (Hanahan High). Their artwork will be on display in the Mayor's office for the next year. Each of the students were awarded a certificate and had their pictures taken with Council.

3. **National Autism Awareness Proclamation** – was read by Mayor Pro Tem Hedgpeth. The Proclamation states that each year, people across the globe take time to recognize the millions of people living with autism spectrum disorder. Autism spectrum disorder is a pervasive developmental disorder affecting the social, communication, and behavioral skills of those affected by it. This number increased over time as identification methods have improved. The City of Hanahan continues awareness efforts in order to educate community members about autism and best practices in educating individuals with autism. April 2021 will be recognized as National Autism Awareness month in the City of Hanahan.

- *A motion to declare April 2021 as National Autism Awareness Month was made by Council Member Sally.*
- *A second was made by Council Member Spurlock.*
- *There was no discussion.*
- *The motion was called; no one opposed. The vote was 7-0.*

4. **Donate Life Proclamation** - was read by Council Member Spurlock. The Proclamation states that one of the most meaningful gifts that a human being can bestow upon another is the Gift of Life through organ, eye and tissue donation. More than 108,000 children and adults await lifesaving transplants, of which more than 1,300 are in South Carolina. In 2020, for the first time ever, more than 200 South Carolinians said "Yes" to organ donation, saving the lives of 514 people awaiting their second chance at life. We are still losing an average of 20 lives every day due to the lack of organs available for transplantation because every 10 minutes, another name is added to the national transplant waiting list. According to national research conducted by Donate Life America, more than 90 percent of Americans support donation and more than 54 percent of South Carolinians have registered at the DMV. The decision to become an organ donor can save up to eight lives and tissue donation can enhance many more -- men, women, and children who depend on the generosity and sacrifice of others to receive a second chance at life. Every person should support this life saving effort by learning more about organ, eye and tissue donation, making their families aware of their wishes and registering online at www.DonateLifeSC.org, or when they receive or renew their South Carolina driver's license. April 2021 will be recognized as Donate Life month in the City of Hanahan.

- *A motion to declare April 2021 as Donate Life Awareness Month was made by Council Member Boggs.*
- *A second was made by Council Member Chandler.*
- *There was no discussion.*
- *The motion was called; no one opposed. The vote was 7-0.*

- 5. Sarcoidosis Awareness Month Proclamation** – was read by Council Member Chandler. The Proclamation states Sarcoidosis is the growth of inflammatory cells on various parts of the body, most commonly on the lungs, lymph nodes, eyes, and skin. Sarcoidosis affects nearly 200,000 people in the United States and is most common among adults between the ages of 20 and 40, with women and African Americans having a higher chance of contracting the disease. The signs and symptoms of sarcoidosis vary widely depending on the person and organs affected and can include fatigue, fever, swollen lymph nodes, and weight loss. Research suggests the cause of sarcoidosis is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown. The numerous diagnostic tests and ongoing clinical observation and/or management are costly. There is no known cure to slow or halt the progression of chronic cases. Volunteers, researchers, caregivers, and medical professionals are working to improve the quality of life and prognosis of persons living with sarcoidosis and their families. Sarcoidosis Awareness Month aims to generate public understanding, support, and compassion for those suffering from the disease. April 2021 will be recognized as Sarcoidosis Awareness month in the City of Hanahan.

- *A motion to declare April 2021 as Sarcoidosis Awareness Month was made by Council Member Sally.*
- *A second was made by Council Member Chandler.*
- *There was no discussion.*
- *The motion was called; no one opposed. The vote was 7-0.*

- 6. Resolution #3-2021 - Safe Workplace** – was read by Council Member Boggs. The Resolution states that the City of Hanahan realizes that it has a responsibility to provide a safe work environment for its employees and that the prevention of accidental losses affecting employees, property, and the public will enhance the operating efficiency of City Government. The City will endeavor to provide the resources necessary to achieve and maintain a safe and healthy workplace. Management will provide the leadership to assure safety. Each employee will be responsible for their own personal safety and for the safe completion of assigned tasks. The City requires its employees to respond to all planned safety efforts and to perform their assigned jobs in the safest manner possible.

Workplace safety procedures and rules will be enforced. The City's annual performance evaluation will include evaluation of safety practices for each employee.

The City supports compliance with all Federal and State safety regulations and provides and requires the use of personal protective equipment by all employees. The City is committed to doing all in its power to make its safety and loss control program a success. The City shall appoint a safety coordinator and establish and support the work of an on-going safety committee. Safety and loss control will be administered through a team approach.

- *A motion to approve Resolution #3-2021 – Safe Workplace was made by Council Member Sally.*
- *A second was made by Mayor Pro Tem Hedgpeth.*
- *There was no discussion, other than Mayor Rainwater thanking Wynette DeGroot, HR Director for submitting the Resolution.*
- *The motion was called; no one opposed. The vote was 7-0.*

7. **Resolution #4-2021 – Fair Housing** - was read by Council Member Sally. The Resolution states that the City of Hanahan desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment. The City of Hanahan rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of other housing services. The State of South Carolina enacted the South Carolina Fair Housing Law in 1989. April is recognized nationally as Fair Housing Month.

- *A motion to approve Resolution #4-2021 – Fair Housing was made by Council Member Chandler.*
- *A second was made by Council Member Spurlock.*
- *There was no discussion.*
- *The motion was called; no one opposed. The vote was 7-0.*

8. **Resolution #5-2021 - Urging the South Carolina Service Commission to Adopt a Viable Rate Structure for Rooftop Solar Installation** - was read by Mayor Pro Tem Hedgpeth. The Resolution states that the City of Hanahan supports clean energy sources, like solar, for electricity generation as a means to reduce air and water pollution and greenhouse gas emissions related to traditional energy production. The City of Hanahan has made great efforts to be more environmentally sustainable in our policies, planning, and operations. The City of Hanahan acknowledges the solar energy industry has a \$1.5 billion impact in the state, contributes more than \$58.8 million in state and local taxes annually, and supports 7,250 South Carolina jobs. The City of Hanahan acknowledges an added benefit to an increase in solar power to the grid is that home solar being a

distributed source of energy generation will help the state be more resilient in the face of a hurricane, flood, or other disaster. South Carolina utility customers pay high electricity bills and affordable rooftop solar programs provide customers with a way to decrease their energy bills and energy usage and the City of Hanahan supports a rate structure for rooftop solar installation that promotes the use of renewable energy in South Carolina. The South Carolina Public Service Commission is considering Dominion Energy of South Carolina's proposed solar net metering plan or "Solar Choice Metering Tariff" (Docket 2020-229-E). The proposals set forth by Dominion Energy and the Office of Regulatory Staff include pricing structures that would significantly increase the fixed cost that Dominion charges solar customers, would add a mandatory fee that would be calculated based on the number and generation capacity of the solar panels that customers install, decrease the value of solar energy sold back by customers, and would cause a substantial decrease in new rooftop solar installations by individuals and businesses. The rate structures proposed by Dominion Energy and the Office of Regulatory Staff would result in higher utility bills for customers, a loss of jobs in the rooftop solar industry, and would not provide for the growth of renewable energy as specified as a state goal in Act 62 of 2019. The solar advocates in the proceeding proposed a time of use rate for rooftop solar that correctly recognizes costs and benefits related to rooftop solar as required by Act 62. The City of Hanahan and its citizens, as Dominion Energy customers, would be materially harmed by the approval of the Dominion or Office of Regulatory Staff proposals.

- *A motion to approve Resolution #5-2021 – Urging the South Carolina Service Commission to Adopt a Viable Rate Structure for Rooftop Solar Installation was made by Mayor Pro Tem Hedgpeth.*
- *A second was made by Council Member Boggs.*
- *There was no discussion.*
- *The motion was called; no one opposed. The vote was 7-0.*

CITIZENS COMMENTS REGARDING AGENDA ITEM ONLY

Mayor Rainwater opened the meeting for Citizens comments regarding agenda items only.

There were no citizen comments.

There were no comments/questions that were submitted online either. There being no further input, Mayor Rainwater closed this segment of the meeting.

CONSENT AGENDA

Consent Agenda items are adopted with a single motion, second, and a vote unless a request for removal is heard from a Council Member. Items on the April 13, 2021 Consent Agenda were:

1. Approval of the Minutes from the March 9, 2021 City Council Meeting
2. Approval of the Minutes from the March 23, 2021 City Council Workshop
3. **Emergency Ordinance #10-2020** – An Ordinance Providing Emergency Procedures for Public Meetings of the City of Hanahan During the Continuance of the Coronavirus Epidemic
 - *A motion to approve the items on the April 13, 2021 Consent Agenda, was made by Council Member Sally.*
 - *A second was made by Mayor Pro Tem Hedgpeth.*
 - *There was no further discussion.*
 - *The motion was called, and the vote was 7-0.*

UNFINISHED BUSINESS

N/A

NEW BUSINESS

1. Mayor Rainwater called up Jeff Hajek, Planner/ Economic Director for the City of Hanahan, to discuss **Ordinance #2-2021** – Sale of Land (Yeamans Hall Canteen) MOD.HAB. Jeff stated that his presentation would pretty much mimic the Council Workshop we had a few weeks ago. Jeff stated that the RFP was published in SCBO, with an original deadline November 4, 2020. The deadline extended until December 4, 2020. The RFPs were narrowed down to two (2), however, one (Famulari's) redacted today.

Jeff gave a brief property overview stating:

- Property purchased in June 2018.
- Purchase price: \$310,000.
- Four parcels in total 0.42 acres.
- Three dilapidated structures removed from property.
- Structures were tested and monitored for asbestos.
- Dominion easement runs through front of property.
- Commercial Appraisal: \$375,000.

RFP Process – 1 final decision.

RFP #2 MODHAB – They are proposing:

Proposed buildings:

- Brewery/Full-service restaurant
- Retail tenancies (coffee, bike shop, etc.)
- Food truck park
- Multifamily building (6 units)
- 5 new single-family townhomes

Goals:

- Foster an active downtown culture
- \$3.3 million in development investment

Purchase Price:

- \$425,000

Jeff stated that the rendering in the PowerPoint may change a little due the easement change(s) with Dominion. This concluded Jeff Hajek's presentation and there were a few questions/comments from Council. Council Member Chandler asked about the concrete "pit" and asked if the City is responsible to pay anything further to get property ready for sale. Council Member Sally stated that the buyer can back out at any time in the next four (4) months.

Mayor Pro Tem Hedgpeth stated that he just wanted to clarify that we did get the clarification on the financing agreement, to which City Administrator, Mike Cochran replied yes, we did and we are good on that because it is significantly over the appraised value.

- *A motion to approve **Ordinance #2-2021 – Sale of Land (Yeamans Hall Canteen) MOD.HAB.** was made by Council Member Boggs.*
- *A second was made by Council Member Sally.*
- *There was no further discussion.*
- *The motion was called, and the vote was 7-0.*

REPORTS AND COMMENTS:

A. CITIZENS COMMENTS

There were no comments/questions that were submitted online, prior to the start of the meeting and no one was in attendance in the Courtroom, to ask any questions.

There were no further comments/questions, other than Johnnie Harkness stating that Mayor Minnie's granddaughter was recently in a serious car accident, with a couple other Hanahan High School students, and he asked that we keep them all in our thoughts and prayers.

B. CITY ADMINISTRATOR'S REPORT

Mike Cochran, City Administrator then presented his monthly report online.

1. **Village Renaissance Grant** – This construction part of this is complete. There is a financial monitoring portion that will take place May 6th and the grant will be closed out after this. If you have not been down Corner Avenue recently, it is worth the drive. Kids now use the sidewalk to walk to school. It looks great.
2. **Flooding at Turkey Creek** – Berkeley County Stormwater's consultant is studying the data from the ACOE to determine viability of some suggested solutions. Stormwater fees are funding this study. The scope and timeline area were attached to his report to Council.
3. **Downtown Revitalization** – Comcast, WOW and Dominion are nearly done. Per an email from today (4/13), Dominion still has a couple houses to finish with power conversion. The power conversion for most businesses have been done. The cable utilities are still saying by the end of the month, same as last month. We have asked the installer of the solar lights to start on the odd numbered side of the road. The aprons pulling into both the Kwik Fill, Valero and the Yeamans Hall entrance to Blackwell's Hardware need to be fixed again. Without curbs, people keep driving through them and causing ruts. I have sent photos to and a request to the SCDOT for this to be fixed.
4. **Food Truck Court (Yeamans Hall Canteen)** – The sale of this property was on tonight's council agenda.
5. **Phase 3 Tanner Trail** – We have a conference call on this item tomorrow. The designer found some right of way issues relating to utilities and we need to discuss the action plan. I have also requested the additional funding from the county transportation committee to make it possible to finish this trail all the way to Archibald Drive. This request is pending.
6. **Parks Bond**
 - The new poles and LED lights for Loftis and Spell fields are up, pending power. Both fields have been stripped and leveled. Work is progressing.
 - Spell tennis courts have been resurfaced.
 - Playground equipment has been ordered for both Roma and Manor parks.
 - 53-Acre park bids have been received. We are reviewing them currently.
 - Stewart Street Park – the architect is finishing the conceptual based upon last month's workshop. The marine engineer is finishing as well. Both will be sent to the cost estimator next week.

Notes:

-5/11/21 – May Council Meeting @ 6:30PM

-Weekday 9-4pm COVID testing by the HFD

-COVID Vaccine Clinic by appointment:

<http://www.signupgenius.com/go/10c0c4dafaf29aaf4ce9-hanahan1>

C. MAYOR AND COUNCIL COMMENTS

There were no additional Council Comments.

ADJOURNMENT

- *There being no further business to discuss tonight, a motion to adjourn was made by Council Member Sally.*
- *A second was made by Council Member Spurlock.*
- *There was no discussion.*
- *The motion was called, and the vote was 7-0.*
- *Meeting adjourned at 7:22pm.*

Our next regular monthly City Council Meeting will be May 11, 2021 at 6:30pm.



MAYOR
CHRISTIE RAINWATER

CITY ADMINISTRATOR
MIKE COCHRAN



CITY COUNCIL
JEFF C CHANDLER MAYOR-PRO-TEM
MIKE DYSON
KEVIN HEDGPETH
JOEL E. HODGES
DAN OWENS
MICHAEL SALLY

To: Mayor Rainwater & City Council

From: Mike Cochran, City Administrator

Date: April 1, 2021

RE: SALE OF LAND

The City of Hanahan owns the parcels of land on Yeamans Hall Road where the Yeamans Hall Canteen operates.

This land was purchased for \$311,696 in 2018 to facilitate redevelopment. The city subsequently spent a total of \$71,850 to remove the asbestos and demolish the existing structures on the property.

Currently the home of the Yeamans Hall Canteen, the property was put out for RFP to seek bidders to facilitate redevelopment and investment. The high bidder was MOD.HAB. LLC. The sale price is \$425,000.

A commercial appraisal for the lots was conducted in February, 2021 by Sass, Herrin and Associates, Inc. The value of this property is \$375,000.

It is my recommendation that Council approve the sale of this land to MOD.HAB LLC for \$425,000.



**AGREEMENT FOR PURCHASE AND SALE
(Single Purchase)**

THIS AGREEMENT FOR PURCHASE AND SALE (this "Agreement") is made and entered into by and between LEVI GRANTHAM, LLC, a Delaware series limited liability company ("Purchaser"), and CITY OF HANAHAN, SC ("Seller"). The last date on which this Agreement is signed by either Purchaser or Seller (each, a "Party" and, collectively, the "Parties") and an executed copy thereof is delivered to the other will be the "Effective Date" of this Agreement.

1. **Conveyance:** In consideration of the Purchase Price (hereinafter defined), Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, upon satisfaction of certain contingencies set forth herein, the following:

A. That certain tract or parcel of land as shown on Exhibit "A" attached hereto and incorporated herein, including any improvements, fixtures, mineral rights, crops, timber rights, privileges, easements, hereditaments and appurtenances thereto, together with all right, title and interest of Seller in and to the land lying in the bed of any street, road, avenue or alley, open or proposed, public or private, adjacent to or abutting said real estate (collectively, the "Real Property"), comprised of approximately 21.31 acres of undeveloped land located at Fosters Creek and Williams Lane in the City of Hanahan, Berkeley County, South Carolina, having Tax Parcel Identification No. 258-00-00-117, and:

B. All tangible and intangible personal property owned by Seller and related to the Real Property (collectively, the "Personal Property"); Including:

- (i) title commitments, policies, abstracts and opinions together with copies of all title exceptions and materials, including existing and proposed declarations, covenants, conditions and restrictions and other similar instruments; drawings, plans, as-built plans and specifications, including civil plans and specifications for utilities, grading, drainage, lift stations, pumps, roads and other facilities serving all or any portion of the Real Property; boundary, topographical, tree and wetland surveys and subdivision plats (including any draft or preliminary plats); environmental assessments, geotechnical studies and cultural resource or threatened and endangered species assessments; zoning certificates, letters, minutes and related materials; site plan and subdivision approvals; annexation agreements; NPDES and other soil and erosion control permits, and land disturbance permits; Department of the Army COE wetlands or other certifications or permits together with all materials and information related to or submitted for a jurisdictional determination letter; deposits; general intangibles; contracts and contract rights; guarantees and warranties; marketing and advertising materials, logos, trade names and related registrations; development agreements and construction contracts; development bonds (including maintenance and performance bonds); certificates as to electrical work, building, safety and health approvals; impact and tap fee credits; and all other licenses, certificates, permits, applications, approvals, development rights and entitlements.

The Real Property and the Personal Property are referred to collectively herein as the "Property."

2. Purchase Price and Earnest Money:

A. The total purchase price to Seller for the Property (the "Purchase Price") shall be One Million Six Hundred Fifty Thousand and No/100 Dollars (\$1,650,000.00).

B. The Purchase Price shall be paid as follows:

1. The sum of One Hundred Thousand and No/100 Dollars (\$100,000.00); the "Earnest Money" which amount shall be deposited with Harvey & Vallini, LLC ("Escrow Agent") within five (5) business days after the Effective Date and be held in a non-interest-bearing escrow account. Unless previously disbursed in accordance herewith, the Earnest Money shall be paid to Seller at Closing and credited to Purchaser as part of the Purchase Price. If Purchaser terminates this Agreement prior to the expiration of the Due Diligence Period, as defined in Paragraph 3, below, or as may otherwise be expressly permitted herein, then Escrow Agent shall return the Earnest Money to Purchaser.

2. The remainder of the Purchase Price, subject to closing adjustments as set forth herein, shall be paid in cash or immediately available funds at Closing.

3. Due Diligence Access and Materials:

A. Due Diligence Materials. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser copies of all due diligence materials pertaining to all or any portion of the Real Property in its possession or control, including copies of all documents defined as Personal Property under this Agreement, and a summary of roads and facilities available to serve the Real Property (collectively, the "Due Diligence Materials"). The "Due Diligence Delivery Date" is the later of: (i) the Effective Date, or (ii) the date on which Seller confirms delivery to Purchaser of all of the Due Diligence Materials in its possession or control on the Effective Date. Seller shall provide Purchaser with any other document described above and coming into Seller's possession or produced by or for Seller after the initial delivery of the Due Diligence Materials.

B. Due Diligence Period. Purchaser shall have sixty (60) days after the Due Diligence Delivery Date (the "Due Diligence Period"), in which to inspect the Property, including title, soil testing, surveys, feasibility studies, environmental studies and any other inspections, tests or studies that Purchaser may require. The results of such inspections shall be treated as confidential by Purchaser and not be disclosed to any third party or governmental entity except as may be necessary to obtain permits and approvals in the normal course of Purchaser's business or as may be required by law (provided, however, that such results may be disclosed to Purchaser's consultants, attorneys and lenders, who shall similarly treat such results as confidential). If Purchaser is not satisfied with its inspections of the Property for any reason or no reason, in Purchaser's sole discretion, then Purchaser may terminate this Agreement by

notice delivered to Seller on or before the expiration of the Due Diligence Period, in which event the Earnest Money shall be returned to Purchaser and this Agreement shall terminate. If actions or inactions of Seller prevent Purchaser's access to property to complete surveys or other due diligence activities, the Due Diligence Period shall be extended on a day-to-day basis until such access is available to Purchaser without interference.

C. Extension of Due Diligence Period.

["Intentionally Omitted"]

D. Access. During the term of this Agreement, Purchaser, its agents, contractors and representatives shall, from time to time, have the right to enter upon the Real Property to perform inspections and testing, provided Purchaser shall indemnify, defend and hold Seller harmless from and against any damages, liability, cost or expense, including attorney's fees incurred by Seller resulting from Purchaser's activities on the Real Property. This indemnity shall survive Closing hereunder or the termination of this Agreement.

4. Title:

A. Seller Warranties. Seller represents and warrants to Purchaser that Seller has "good and marketable, fee simple title" to the Real Property, and that at Closing, Seller shall convey "good and marketable, fee simple title" to the Real Property to Purchaser, subject only to the following exceptions (the "Permitted Exceptions");

- (1) the lien for ad valorem taxes which are not yet due and payable;
- (2) general service lines and utility easements that serve only the Real Property and do not interfere with Purchaser's proposed development;
- (3) claims of governmental authorities in and to any portion of the Real Property lying in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters or any claims of riparian rights; and
- (4) restrictions on use of portions of the Real Property due to environmental protection laws, including wetland protection laws, rules, regulations, and orders.

"Good and marketable, fee simple title" shall be such title as is acceptable to and insurable by a nationally recognized title insurance company chosen by Purchaser at standard rates on the American Land Title Association Owner's Policy 2006 Form, free and clear of all exceptions except the Permitted Exceptions (the "Title Policy").

B. Title Defects. If Purchaser's examination of the title and a survey of the Real Property reveals matters other than the Permitted Exceptions (the "Title Defects") and notice of the Title Defects is given to Seller prior to the expiration of the Due Diligence Period, then Seller shall promptly cure the Title Defects, provided that if Seller does not promptly demonstrate to Purchaser's reasonable satisfaction that Seller will cure such Title Defects prior to Closing, then Purchaser may elect by written notice to Seller to extend the Due

Diligence Period or, if applicable, the Closing, until such time as such Title Defects are so cured. Notwithstanding the foregoing, Purchaser shall not be required to object to mortgages, deeds of trust and other liens and encumbrances, including without limitation judgment liens affecting all of any portion of the Property that can be cured or removed with the payment of money (collectively "Monetary Encumbrances"), all of which shall be removed by Seller not later than Closing. Purchaser shall be entitled to cure Monetary Encumbrances at Closing with proceeds payable to Seller at Closing. Purchaser shall be entitled to examine title to the Real Property prior to Closing and to object to all matters appearing of record or otherwise affecting the Real Property between the date on which Purchaser made its title examination pursuant hereto and the date of Closing.

C. Seller Easements. During the term of this Agreement, Seller will not (i) grant any easements, permits or licenses, (ii) subject the Property to any declarations, covenants or restrictions, or (iii) file a subdivision or other plat without the prior written approval of Purchaser.

5. Closing. The Closing shall be consummated by Seller's delivery to Purchaser of a properly executed general warranty deed conveying the Real Property to Purchaser upon receipt by Seller of the Purchase Price, subject to the contingencies set forth herein, at a location selected by Purchaser or by mail through Purchaser's title company on or before the date that is thirty (30) days after the end of the Due Diligence Period (the "Closing"). Seller shall deliver possession of the Property to Purchaser at Closing.

6. Taxes/Prorations. Taxes applicable to the Property for the current year shall be prorated between the Parties as of the date of Closing. Seller shall be responsible for all assessments placed against the Property prior to the Closing, irrespective of when payable. If the current year taxes for the Property have not been determined by the date of Closing, then the proration shall be based upon the taxes for the previous year or such other information as may be reasonably available. If the current year taxes cannot be paid at Closing, then Seller's portion shall be credited to Purchaser, provided further if the Real Property is assessed as a part of a larger tract, Seller and Purchaser shall each deposit a sum sufficient to pay an estimate of its proportionate share of the entire tax bill with Escrow Agent. The Parties agree to adjust between themselves any difference in the estimated and actual prorations within thirty (30) days after the actual tax statements for the Property is available. Any roll back taxes and special assessments shall be paid by Seller. If there are any potential roll back taxes that are not due and payable at Closing, Escrow Agent shall hold in escrow sufficient amounts of Seller's proceeds to pay the roll back taxes when the tax bills are issued.

7. Closing Costs. Seller shall pay for preparation and recording of the general warranty deed and any instruments necessary to cure Title Defects; all transfer taxes, deed stamps or documentary stamps and all other costs normally paid by a seller of real estate. Purchaser shall pay for the cost of its inspection and such other costs normally paid by a purchaser of real estate. Each Party shall be responsible for its own attorney's fees.

8. Closing Deliveries:

A. Seller Documents. At Closing, Seller shall execute and deliver the following documents to Purchaser, in addition to any other documents required herein:

- (1) General warranty deed conveying the Real Property subject only to the Permitted Exceptions, with deed stamps attached, together with a recorded boundary survey showing the Real Property;
- (2) Lien and possession affidavit sufficient to induce the title company to issue the Title Policy without standard exceptions;
- (3) Information required to complete a Substitute Form 1099;
- (4) Certificate of non-foreign status in accordance with Section 1445 of the Internal Revenue Code of 1986, as amended;
- (5) South Carolina tax compliance letter or transferor affidavit;
- (6) Instruments necessary to cure Title Defects, if applicable;
- (7) Settlement statement, which will be prepared by Purchaser's attorney;
- (8) Bill of sale, transfer and assignment of the Personal Property;
- (9) The original documents and digital files of all items of tangible Personal Property available in such forms;
- (10) Release and authorization documents relating to the Personal Property, if applicable;
- (11) Satisfactory evidence of Seller's due and proper authority and power to perform its obligations hereunder and to execute and deliver all documents required hereby;
- (12) Certification to Purchaser confirming that the warranties and representations contained in this Agreement are true and correct on the date of Closing; and
- (13) Such other documents as may be reasonably requested by Purchaser.

B. Assignments, Certifications and Consents. Not later than Closing, Seller will (i) cause the existing surveys, plans, reports and other appropriate items, to be certified to Purchaser and to such other entities or lender as Purchaser may designate in writing to Seller, and (ii) use commercially reasonable efforts and diligence to obtain written consents and approvals from design and engineering professionals and governmental authorities as necessary or desirable in connection with the assignment of the Personal Property to Purchaser.

C. Purchaser Documents. Purchaser shall execute and deliver to Seller a counterpart of the settlement statement. Purchaser shall also provide satisfactory evidence of Purchaser's due and proper authority, power to perform its obligations hereunder, and power to execute and deliver all documents required hereby, together with such other documents as may be reasonably requested by Purchaser.

9. Casualty and Condemnation:

- A. Seller shall bear all risk of casualty to the Property and Seller's property located thereon until Closing and transfer of possession to Purchaser.
- B. Subject to the representation in subparagraph 11.C. below, Seller agrees to give Purchaser prompt written notice if it becomes aware of any action or proceeding for condemnation of any part of the Property by friendly acquisition or statutory proceeding that may result in the temporary or permanent taking of all or any part of the Property. Purchaser shall have the right, to be exercised within thirty (30) days after receipt of such notice setting forth the extent of the condemnation and the final offer of compensation therefor, to terminate this Agreement and receive a refund of the Earnest Money, and no Party shall have any further rights or obligations hereunder except for covenants, representations, warranties and indemnities stated herein to survive the termination of this Agreement. If Purchaser does not elect to terminate this Agreement, then Seller will credit Purchaser as applicable at Closing with any monies received by Seller by reason of such taking or Seller will assign to Purchaser at Closing all of Seller's interest in and to any unpaid condemnation award or offers payable to Seller relating to the Property. In the event that such notice of condemnation shall occur within thirty (30) days prior to Closing, Purchaser shall have the right to extend Closing so the same will occur no later than thirty (30) days after Purchaser's receipt of Seller's notice required pursuant to this subparagraph 9.B.

10. Contingencies: Closing under this Agreement is contingent upon the following:

- A. Title satisfactory to Purchaser up to the date of Closing.
- B. Confirmation of the availability of all utilities, including water and sanitary sewer (and sewer lift or pump stations that may be necessary), to the boundary of the Real Property that will accommodate Purchaser's intended use of the Real Property, with capacity sufficient and permits available for homesites to be developed within the Real Property (collectively, the "Required Utilities").
- C. Confirmation that the Property is zoned with a classification sufficient to permit Purchaser's intended use of the Property as a single-family residential development according to the applicable zoning regulations.
- D. Confirmation that there is not an actual or likely moratorium on the installation or activation of utilities, including water and sewer, or on the issuance of building permits, or on the approval of preliminary or final subdivision plats.
- E. Purchaser's receipt of preliminary plat approval from the applicable governmental entity for Purchaser's intended development plan.
- F. Receipt of a Jurisdictional Determination letter from the U.S. Army Corps of Engineers confirming the existing wetlands Exhibit produced by Parker Land Surveying dated May 5, 2018.

If all contingencies set forth in this Paragraph are not satisfied as of Closing, then Purchaser, at its option, may terminate this Agreement by delivering written notice thereof to Seller. Upon such termination the Earnest Money shall be returned to

Purchaser, or at the election of Purchaser, the Agreement may be tolled until all such contingencies are satisfied.

11. Seller's Representations and Warranties: Seller covenants, represents and warrants to Purchaser the following:

- A. Seller has the authority and power to enter into this Agreement and to consummate the transaction provided for herein without the approval or consent of any other party. The signatories to this Agreement for Seller are duly authorized to bind Seller.
- B. Entering into this Agreement will not constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it nor result in a violation of any applicable law, order, rule or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending in any court or before or by any federal, district, county or municipal department, commission, board, bureau, agency or other governmental authority, which could become a cloud on the title to the Property or any portion thereof or which could threaten the validity or enforceability of the transaction contemplated by this Agreement or any actions taken pursuant hereto.
- C. As of the Effective Date, no portion of the Property is subject to temporary requisition or use by any governmental authority or has been condemned or taken in any proceeding similar to a condemnation proceeding, nor is there now pending any condemnation, requisition or similar proceeding affecting the Property or any portion thereof. Seller neither has received notice nor has any knowledge that any such proceeding is contemplated.
- D. Seller has neither received any notice from any federal, state or municipal authority nor does Seller otherwise have any knowledge of any violation of any law, ordinance or regulation, including zoning ordinances, development, permit or subdivision requirements, or any other legal requirements with respect to the Property. Seller will promptly notify Purchaser if it receives any such notice or otherwise becomes aware of any actual or potential violation.
- E. Seller neither has knowledge of nor has Seller received notice of any default or breach under any covenant, condition, restriction, right-of-way or easement affecting the Property or any portion thereof and no such default or breach now exists.
- F. No special assessments have been levied, are threatened against, or are pending against all or any portion of the Property, and Seller has no knowledge of any intended assessments.
- G. No bankruptcy, insolvency, rearrangement or similar action or proceeding involving the Property or Seller is pending, threatened or contemplated by Seller.
- H. There are no leasehold or occupancy agreements encumbering the Property, no party has any possessory interest to or right in the Property, and no party has any right of first refusal, right of first offer or other contractual right to purchase or possess all or any portion of the Property.

- I. Seller will not sell, assign, convey or encumber any right, title, or interest in or to the Property or any portion thereof. Seller will not create or permit any lien, encumbrance, or charge thereon without the prior written consent of Purchaser.
- J. Seller will not take any action or omit to take any action, which action or omission would have the effect of violating or causing to be untrue any of the representations, warranties, covenants and agreements contained herein.
- K. Seller is not aware of any moratorium on the issuance of building permits, installation or activation of utilities, including sewer, or the approval of preliminary or final subdivision plats. If Seller becomes aware of such a moratorium, Seller will immediately notify Purchaser in writing. All dates, deadlines and time periods contained in this Agreement will be tolled until each such moratorium has been lifted.
- L. Public water, including domestic and fire safety, and sanitary sewer service is available to the Real Property in the adjacent right-of-way with sufficient capacity for development of thirty (30) single family homesites.
- M. The Real Property is zoned RS for development of single-family homes, and Seller has no knowledge of any pending change in the zoning classification.
- N. To the best of Seller's knowledge, the Real Property has neither been used in connection with, nor has there been any surface or subsurface contamination due to the use, storage, disposal or treatment of any materials, substances or hazardous wastes, as defined by any federal, state or local health or environmental laws, regulations or ordinances, and there are no such materials, substances or hazardous wastes present in, on or about the Real Property.
- O. The Real Property and Seller are and will continue to be in compliance with the Federal Water Pollution Control Act and the National Pollution Discharge Elimination System (NPDES) permitting requirements together with all other applicable storm water and erosion control regulatory requirements. There are no outstanding fines against Seller or the Real Property with respect to the foregoing requirements.
- P. All professional services engaged by Seller in connection with the Property have been paid for in full. All other soft costs associated with the development of the Real Property incurred through the Effective Date, including all permit, review, capacity and similar fees, have been paid in full by Seller.

12. Remedies:

- A. Purchaser's Default. If Closing does not occur because of Purchaser's breach of this Agreement, and such breach is not cured within thirty (30) days after receipt of notice thereof from Seller, then, as its sole remedy, Seller may terminate this Agreement and the Earnest Money shall be paid to Seller as full liquidated damages and not a penalty. The Parties recognize that it would be difficult to ascertain the actual damages suffered by Seller as a result of such failure of Purchaser to consummate the sale contemplated hereby, it being specifically acknowledged and agreed by the Parties that such liquidated

damages are reasonable. Seller hereby waives any right to damages in excess of said liquidated damages for Purchaser's breach of this Agreement and relinquishes any and all right to pursue an action for specific performance against Purchaser in the event Purchaser defaults in any of its obligations hereunder.

B. Seller's Default. Seller's breach of any provision of this Agreement shall, at Purchaser's option, constitute a default hereunder. Purchaser may elect any remedy provided by law or in equity including termination of this Agreement and receive a refund of the Earnest Money, specific performance, injunctive relief or other relief to require Seller to perform its obligations under this Agreement. If Purchaser engages legal counsel to enforce its rights hereunder, Seller shall be responsible for all legal fees and costs of enforcement incurred by Purchaser.

13. Notice: All notices, demands, consents, approvals, and other communications which are required or desired to be given by either Party to the other hereunder shall be in writing, which may be delivered via e-mail or delivered by either a personal delivery service with charges therefor billed to shipper or by a nationally recognized overnight delivery service with charges therefor billed to shipper (either of which shall be deemed given and received upon delivery). If sent by e-mail, a notice shall be deemed given when such e-mail is transmitted to the e-mail notice address specified below and shall be deemed received on that same day unless given after 6:00 p.m. in the receiving location, in which case such receipt shall be the next business day. Any notice not deliverable shall be deemed received on the first date of attempted delivery. Any notices under this Agreement may be given by or to the respective attorneys listed below.

Purchaser: Levi Grantham, LLC
c/o Crescent Homes SC, LLC
572 Savannah Hwy
Charleston, South Carolina 29407
Attention: Edward M. Terry
Lynne Takac
Telephone: (843) 573-9635, ext. 5129
Email: t.terry@crescenthomes.net
Lynne.takac@crescenthomes.net

With a copy to: Harvey & Vallini, LLC
497 Bramson Court, Ste. 201
Mt. Pleasant, South Carolina 29464
Attention: Steven E. Harvey, Esq.
Telephone: (843) 388-8883
Email: steveh@hvlawsc.com

And to: LevickRoth
999 Peachtree Street, NE
Suite 855
Atlanta, Georgia 30309
Attention: Suzan E. Roth, Esq.
Telephone: (404) 201-7841
Email: sroth@levickroth.com

Seller: City of Hanahan SC
1255 Yeaman's Hall Rd.
Hanahan, SC 29410
Attention: Debbie Lewis
Telephone: _____
Email: _____

With a copy to: _____

Attention: _____
Telephone: _____
Email: _____

In the event of a change of address by a Party, such Party shall give written notice thereof in accordance with the foregoing. Rejection or failure to claim delivery of any such notice, or any refusal to accept any such notice, or the inability to deliver any such notice hereunder because of changed address or phone for which no notice was given, shall be deemed to be receipt of the notice sent as of the date of attempted delivery.

14. Project Specific Provisions:

["Intentionally Omitted"]

15. Commissions: If and only if the sale and conveyance of the Property closes in accordance with this Agreement, Seller shall pay a commission of six percent (6%) of the Purchase Price to be split equally between Roy Oglesby of Carolina One Real Estate ("Listing Broker") and Crescent Homes Realty, Inc., ("Selling Broker"); Listing Broker and Selling Broker being referred to collectively as ("Broker") and paid at Closing as a percentage of the applicable portion of the Purchase Price. Broker has no right to and shall not make any claim for a commission, finder's fee or other fee of any type arising out of the execution and delivery of this Agreement or the relationship evidenced hereby in the event that, for any reason, including a default by either Party, the sale contemplated hereby does not close. The Parties hereby represent and warrant that no party other than Broker is entitled to a real estate commission or other fee resulting from the execution of this Agreement or the transaction contemplated hereby, and the Parties covenant and agree, each to the other, to indemnify the other against any loss liability, cost, claims, demands, damages, actions, causes of action or suits based upon or arising out of the employment or use by the indemnifying Party of any real estate broker or agent, other than Broker, as provided herein, in connection

with the purchase and sale of the Property. Principals of Purchaser are licensed real estate brokers.

16. Miscellaneous:

- A. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- B. Assignment of Agreement by Purchaser. Purchaser shall not assign this Agreement or its rights hereunder without Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except that Purchaser may assign to a subsidiary or affiliate controlled by or under common control with Purchaser or Edward M. Terry (collectively, an "Assignee"). Principals of Purchaser are licensed real estate brokers or agents and may be principals in an Assignee. If such assignment is made, then the applicable sales contemplated by this Agreement shall be consummated in the name of and by the authorized officials of any such Assignee, and Seller shall look solely to such Assignee for the performance and discharge of all the obligations and liabilities of Purchaser hereunder.
- C. Undertakings. The Parties agree to execute and deliver such other and further instruments and documents as may be necessary to implement and effectuate the terms of this Agreement.
- D. Good Faith. The Parties shall act in good faith in performing and discharging their respective duties and obligations hereunder.
- E. Governing Law. This Agreement has been made in the State of South Carolina and shall be interpreted in accordance with South Carolina law. Any enforcement of this Agreement shall be brought in the State of South Carolina.
- F. Construction. The extent to which any Party participated in the drafting of this document shall not determine how any provision hereof is to be construed; it is being recognized that both Parties have contributed substantially and materially in the preparation of this Agreement.
- G. Waiver. No provision, condition, or covenant of this Agreement shall be waived by either Party hereto except by a written instrument delivered to the other Party and executed by the Party consenting thereto; and no failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such Party's right to demand exact compliance with the terms hereof.
- H. Time Periods. Should the date upon which any act required to be performed under this Agreement fall on a Saturday, Sunday or holiday, the time for performance shall be extended to the next business day.
- I. Entire Agreement. This Agreement contains all of the terms and conditions agreed to between the Parties and supersedes all prior agreements. There are no oral agreements relating to the transaction contemplated herein.
- J. Time of Essence. Time is of the essence with respect to this Agreement.

- K. Like Kind Exchange. Either Party may elect to sell or purchase the Real Property and qualify under the rules of a Section 1031, Tax Deferred Exchange. The Parties will cooperate with the other in effecting such exchange, providing it creates no expense or liability to the other Party.
- L. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which shall be deemed one and the same agreement. Counterparts delivered by e-mail delivery of a PDF or similar type format data file, shall have the same force and effect as if such counterpart were an original thereof.
- M. Headings. Captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.
- N. Survival. Except as otherwise provided in this Agreement, all of the terms, provisions, representations, warranties and indemnities of this Agreement shall not merge with any deed but shall survive Closing.
- O. Confidentiality. Except as specifically provided in this Agreement, and except for disclosures to their respective attorneys, agents and lenders or as required by law, the Parties agree to (i) keep this Agreement and its terms confidential, (ii) keep confidential any information that is provided by Purchaser or its consultants, (iii) not use any such confidential information for any purpose other than performance or enforcement of this Agreement, and (iv) not make any public announcement or press release about this Agreement without the other's prior written approval.
- P. Attorney's Fees [INTENTIONALLY OMITTED]
- Q. Patriot Act. The Parties each hereby certify that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. The Parties each hereby agree to defend, indemnify and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing certification.
- R. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, rather such provision shall be enforced to the greatest extent permitted by law.

- S. Amendment: This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of the Parties.
- T. Including: The term "including" when used in this Agreement means "including but not limited to."
- U. Independent Consideration: If Purchaser terminates this Agreement pursuant to a right to do so granted to Purchaser hereunder and, if the Earnest Money is otherwise refundable to Purchaser and additional consideration is required for this Agreement to be enforceable under applicable law, then Purchaser and Seller hereby direct Escrow Agent to pay the sum of One Hundred Dollars (\$100.00) from the Earnest Money to Seller as consideration for entering into this Agreement.
- V. Permits and Approvals: Seller agrees to cooperate with Purchaser to obtain permits and approvals necessary for the zoning, PUD approval, subdivision, Required Utilities, and such other matters as Purchaser may require in connection with its intended development of the Property, including executing any applications, annexation requests or other documentation that may be required within three (3) business days following the request thereof. The costs associated with said permits, approvals, annexation, lift station, and/or extension of water or sewer lines to the Real Property shall be paid by Purchaser.
17. Expiration: This Agreement has been executed first by Purchaser as a continuing offer to purchase the Property, which offer shall be open to acceptance by Seller until 5:00 p.m. on November 23, 2018, at which time the offer shall be deemed to be withdrawn by Purchaser if the same has not been accepted by Seller and a signed copy delivered to Purchaser.

{Signatures begin on following page}

[Purchaser's signature page for Agreement for Purchase and Sale]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year shown below their signatures.

Witness:



PURCHASER:

LEVI GRANTHAM, LLC, a Delaware series limited liability company

By:



Edward M. Terry, President

Date: 10/7/18 2018

[Signatures continue on next page]

(Seller's signature page for Agreement for Purchase and Sale)

SELLER:

CITY OF HANAHAN SC

Witness:

WA

By: 

Print Name: Michael DeLozier

Print Title: City Administrator

Date: January 24 2018

**Minutes from February 9, 2021
Hanahan Council Meeting - 6:30PM
Debbie Lewis Municipal Chambers
1255 Yeamans Hall Road Hanahan, SC 29410**

A City Council Meeting was held on Tuesday, February 9, 2021 at 6:30pm. The meeting was advertised in the Post and Courier. The Agenda was posted on the City of Hanahan webpage, the City's Facebook page and a copy of the Agenda was posted on the lobby bulletin board at least 24 hours prior to the meeting. Mayor Rainwater presided. Council Members that were present at tonight's meeting were – Mayor Pro Tem Hedgpeth, Council Member Chandler, Council Member Sally, Council Member Spurlock, Council Member Dyson, and Council Member Boggs. Everyone was present this evening. We had a quorum for tonight's meeting.

Staff members that were present were: Mike Cochran - City Administrator, Courtney Soler – Finance Director, Bo Bowers – Fire Chief, Joe Gill – Public Works Director, Randy Moneymaker – Parks & Recreation Director, Jon Ellwood – IT, Larry Sturdivant – Building & Codes, Dennis Turner – Police Chief, Jeff Hajek – Building & Codes, and Emily Huff – Clerk of Council.

The sign-in sheet has been included with the minutes.

CALL TO ORDER

Mayor Rainwater called the Tuesday, February 9, 2021 City Council Meeting to order at 6:32pm.

INVOCATION

The Invocation was led by Pastor Tyler Daniel from Center Point Remount Church.

PLEDGE OF ALLEGIANCE

Council Member Sally led us in the Pledge of Allegiance.

RECOGNITIONS

We deviated from the original agenda that went out in council packets, due to State Representative, Mark Smith being in attendance and having to travel back to Columbia after the meeting. We wanted to get him in done early in the meeting, so he could get back on the road.

1. State House Representative, Mark Smith with District 99, was in attendance for tonight's meeting. He said that with his line of work, he believes that it is important to recognize as many milestones as possible to be celebrated, each and every day. He and Mayor Rainwater recognized a special Hanahan resident, Mr. Hubert "Hue" Keller who turned 100-years old on Christmas Day. Mr. Keller is a WWII and Korean War vet in the Navy. He is a longtime Lowcountry resident, living most of his life in North Charleston and

most recently moving to Hanahan. He was born upstate, in Abbeville County. During the Great Depression, he and his father moved around the state, going job to job and in 1938, they ended up in Rock Hill, SC where Hubert graduated high school. After graduation, Mr. Keller moved to North Charleston and went to work for the Naval Shipyard. As World War II approached, Mr. Keller joined the Navy. Once enlisted, he was stationed on an island in the Pacific, where he and his crew repaired damaged battleships. After spending eighteen (18) months in the war, Mr. Keller came back home, where he met and ultimately married his sweetheart. They have four (4) children and have been married for 73-years.

On Christmas Eve and the eve of his 100th Birthday, State House Representative, Mark Smith and State Senator Brian Adams, along with Hanahan City Council went to Mr. Keller's home and presented him with a signed House Resolution as well as a flag that was flown over the State Capital. Tonight, he was presented with the beautifully framed, certified Resolution from the State House and a Resolution certificate from the City of Hanahan. Pictures were taken of Mr. Keller and his family that were in attendance of this special presentation.

2. State House Representative, Mark Smith along with Council Member, Jeff Chandler then presented another beautifully framed and certified State House Resolution to former Council Member, Joel Hodges for his 18 years of service with the City of Hanahan. Mr. Smith said there was unanimous approval within the State House for the signing of the Resolution. He stated that Joel was an asset to the city and thanked him for his service. Mr. Hodges was completely caught off guard with this presentation in his honor, as Mr. Smith and Council Member Chandler had to tell a little fib to get him to the meeting tonight. Mr. Hodges was very appreciative and thanked everyone. Pictures were taken of Mr. Hodges, Mr. Smith and Council.
3. Employee of the Month – Heather Wilson, Recreation Department
Unfortunately, Heather was unable to be present at tonight's meeting, as she is home sick. We still wished to recognize her for all that she does and continues to do for the Recreation Department. Randy MoneyMaker, Parks and Recreation Direction said that Heather volunteered to take on the role of finding and organizing the vendors for the first ever Holiday Christmas Market at Yeamans Hall Canteen, that took place in December. He said that Heather pulled off the event, tenfold. Mr. MoneyMaker went on to say that Heather is the face and voice of the program at the Recreation Department. A certificate of appreciation and a \$25 gift card will be given to her upon her return to work.
4. Employee of the Year – Mike Cochran, City Administrator and Mayor Rainwater made the surprise announcement of Employee of Year (2020), which was awarded to Allyson

Driggers, Accounts Payable/Payroll. Mr. Cochran said that this year, he asked the Department Heads to send him their list of nominations. He went on to say that in the Admin. Department, we have some really great people and some who are amazing at multitasking. He mentioned that Allyson does payroll, accounts payable, and stepped in to help in Human Resources during the transition. He then said that she is the picture of cross-training, as she often takes on other roles/duties. A certificate of appreciation was given to her. The plaque in the lobby of City Hall, will be updated to reflect her picture and nameplate.

5. Citizen of the Month – Randall Kemmerlin is a Hanahan resident and he was nominated by Mr. Thomas Furse of the Hanahan Exchange Club. Mr. Furse observed Mr. Kemmerlin picking up discarded candy wrappers and candy, following the Christmas parade. It was noted that he spent several hours picking up after the parade, in an effort to keep our city beautiful. In fact, he is the “mystery man” that we have heard so much about. He is often seen picking up trash along the roads, but we’ve never been able to catch him to find out who he is. Now, we finally know. We are extremely appreciative of his beautification efforts. Mr. Kemmerlin thanked us for recognizing him and said that he has lived here, in Hanahan, since 1982 and has been retired for several years now. Upon retirement, he has taken up walking and noticed the trash while he was out taking his walks. He then decided that he would start picking it up while he was out enjoying his daily walks. Mr. Kemmerlin was presented with a certificate of appreciation and a \$25 gift card. Pictures were taken.
6. Duane Lewis, Berkeley County Sheriff was in attendance for tonight’s Council Meeting with an update on the Narcotics Drug Task Force. He said that it is made up of members of Goose Creek, Moncks Corner and Hanahan. He said that we all work together to solve drug problems in our communities. When we tackle drug dealers, we also curb other crimes, because we know drugs lead to other problems.

Sheriff Duane Lewis stated that they receive a lot of tips from Berkeley County residents. Hanahan alone, had sixty-seven (67) arrested by the drug force. A check was presented in the amount of \$12,921, from the seizing of drugs. Police Chief, Dennis Turner then spoke and said that he thinks they have the best working relationship now, since the Sheriff took office six (6) years ago. Chief Turner said that they do so much for us; in December, we had the most dreaded call; an officer involved shooting. Chief Turner said that when he arrived on scene, Sheriff Duane Lewis was already on the scene. Chief Turner said that he got some of the best advice that night from him and he appreciated him being there and offering his support.

CITIZENS COMMENTS REGARDING AGENDA ITEM ONLY

Mayor Rainwater opened the meeting for Citizens comments regarding agenda items only.

- **Johnnie Harkness of 1036 Dominion Drive** – asked about the Bond Referendum, about one part listing up to 10% of private business and another part stating could go up to 5%. Courtney Soler, Finance Director was asked to answer the question, however she stated that doesn't recall that portion but that she would certainly research that information and get back to him with an answer. Mr. Harkness then commented about the four (4) people that were arrested, he said to thank Officer Matt, as he was the only one that would listen to him about the guys.

There were none that were submitted online. There being no further input, Mayor Rainwater closed this segment of the meeting.

CONSENT AGENDA

Consent Agenda items are adopted with a single motion, second, and a vote unless a request for removal is heard from a Council Member. Items on the December 8, 2020 Consent Agenda were:

1. Approval of the Minutes from the January 12, 2021 City Council Meeting
2. Approval of the Minutes from the January 23, 2021 City Council/Department Head Work Session
3. **Emergency Ordinance #10-2020** – An Ordinance Providing Emergency Procedures for Public Meetings of the City of Hanahan During the Continuance of the Coronavirus Epidemic

- *A motion to approve the items on the February 9, 2021 Consent Agenda, was made by Council Member Sally.*
- *A second was made by Mayor Pro Tem Hedgpeth.*
- *There was no further discussion.*
- *The motion was called, and the vote was 7-0.*

UNFINISHED BUSINESS

1. Mayor Rainwater then moved on to the Unfinished Business portion of the meeting, where she welcomed back Mr. Paul Trouche of Haynsworth, Sinkler, and Boyd via phone, for the Second Reading of **Ordinance #15-2020** – General Obligation Bonds of 2021 "Bond Referendum". Mr. Trouche stated that numbers weren't included on the previous Ordinance, because the market can change, like he told us last month. The numbers are now included in Article II of the Ordinance. Additionally, they changed the adjustment from 20% to 30%. Mr. Trouche stated that we expect there to be a lot of premium bids on these bids and he expects a very good rating for these bonds as well.

- o Council Member Sally asked regarding Article 5/Section 3 regarding private business use limitations what does that mean. Mr. Trouche replied that that's a Federal Tax Law requirement. He said any use to the general public is not private business use. He then went on to say that if we loaned more than 5%, that would be a problem. This is really more of a recital of words; stating that we aren't engaging in any private business use or loans.

In closing, Mr. Trouche stated that we expect to sell around the middle of March and should have our money by the end of next month.

- *A motion to approve the Second Reading of Ordinance #15-2020 – General Obligation Bonds of 2021 “Bond Referendum” was made by Council Member Sally.*
- *A second was made by Mayor Pro Tem Hedgpeth.*
- *There was no further discussion.*
- *The motion was called, and the vote was 7-0.*

2. Next, Mayor Rainwater invited up Jeff Hajek, Planner/ Economic Director for the City of Hanahan, for the Second Reading of **Ordinance #1-2021 – Rezoning from Conservation Preservation (CP) to Residential Office (RO): CWS Technology Center (Subdivision of Parent Parcel TMS# 265-02-00-015)**. Jeff Hajek stated that there have not been any changes from last month's first reading. Mayor Rainwater thanked Jeff, Mike Cochran for their hard work on this and she also thanked CWS for the very informative letter that they sent and was included in their council packets.

- *A motion to approve the Second Reading of Ordinance #1-2021 – Rezoning from Conservation Preservation (CP) to Residential Office (RO): CWS Technology Center (Subdivision of Parent Parcel TMS# 265-02-00-015) was made by Council Member Sally.*
- *A second was made by Council Member Chandler.*
- *There was no further discussion.*
- *The motion was called, and the vote was 7-0.*

3. Mike Cochran, City Administrator then presented **Resolution #1-2021 – A Resolution to Adopt the City of Hanahan's Strategic Priorities for 2021-2022**. Mike Cochran stated that this Resolution is in reference to our meeting a few weeks ago with Charlie Barrineau of MASC, where we prioritized items that we have to get done. The Resolution stated:

“Must Do”

1. Execute parks and recreation bond projects; in-house execution/oversight to ensure dollars are spent as wisely and efficiently as possible; possibility of reassigning internal staff to ensure adequate execution.

Targeted Completion Date = March 2024 – funds must be expended
Assigned to = Mike Cochran, City Administrator, Randy Moneymaker, Parks & Recreation Director, and Courtney Soler, Finance Director

2. Develop Master Plan for the downtown area (central business district); attract new business to grow tax base (locally owned restaurants); budget for plan in the 2021/2022 budget (approximately \$50-\$75K)

Targeted Completion Date =

Q2 2021 – budget funds for study, apply for MASC grant

Q3 2021 – Issue RFP for master plan for business district, interview

Q4 2021 – Award contract for Master Plan development

Assigned to = Mike Cochran, City Administrator and Jeff Hajek, Economic Development/Planning Director

3. Encourage and develop staff culture (all staff top to bottom) that celebrates positive delivery of services; ensure peak moments shared with the public

Targeted Completion Date =

Q1 2021 – work with leadership team on identifying exceptional service delivery moments. Post appropriate moments to social media, recognize employees who go above and beyond.

Q1 2021 – have department directors report on their customer service highlights with their monthly report. This will be an ongoing task.

Assigned to = Mike Cochran, City Administrator

“Should Do”

1. Increase budget to add additional Advance Life Support (ALS) transport engine.

Targeted Completion Date =

Q1 2021 – obtain exact needs to achieve the ALS designation to meet goal and cost them out.

Q2 2021 – add to budget the costs to upgrade 3 EMT's to Advanced EMT or Paramedic; add in the cardiac monitor and other equipment necessary to make Station 2's engine serve in ALS capacity.

Q1 2022 – begin using Station 2 as ALS once FD staff attain the certifications necessary.

Assigned to = Mike Cochran, City Administrator and Bo Bowers, Fire Chief

2. Larger police force; add minimum of 1-2 additional officers 2021/22 budget

Targeted Completion Date =

Q2 2021 – add one sworn officer to the police officer, vehicle, and equipment to the police budget.

Assigned to = Mike Cochran, City Administrator and Dennis Turner, Police Chief

3. Leadership development for management team; start utilizing internal resources; the goal is to build morale of all city employees.

Targeted Completion Date =

Q1 2021 – work with leadership team and delegates on developmental practices and approaches. Needs to be ongoing.

Assigned to = Mike Cochran, City Administrator

4. Add funding to 2021/22 budget for parks and recreation maintenance (staffing).

Targeted Completion Date =

Q2 2021 – add recreation maintenance person to staff to aid with maintenance needs.

Q3 2021 – hire additional recreation maintenance position.

Assigned to = Mike Cochran, City Administrator and Randy Money maker, Parks & Recreation Director

5. Review recent salary study and assess ability to begin implementation of step increases in the 2021/22 budget to ensure Hanahan retains current staff.

Targeted Completion Date =

Q1 2021 – run 5-year cost projections to assure that it is viable, present to Council.

Assigned to = Mike Cochran, City Administrator

6. Turkey Creek Flooding (Do Something in 2021/22)

Targeted Completion Date =

Q1 2021 – have Stormwater Advisory Committee contract with engineer to analyze the Hillside Drive possible solution.

Q3 2021 – apply for grant funding to implement the infrastructure remedy at Hillside if deemed viable.

Assigned to = Mike Cochran, City Administrator

“Could Do”

1. Overhaul website; not user friendly; improve functionality; include funding in 2021/22 budget; over 3–6-month period develop request for proposal (RFP); new website up and running by end of fiscal year 2022.

Targeted Completion Date =

Q3 2021 – obtain feedback on functionality needs, RFP to have new site built.

Assigned to = Mike Cochran, City Administrator

2. Scholarship program for underprivileged to ensure participation in parks/recreation programming.

Targeted Completion Date =

Q2 2021 – identify funding or staff to work with business community for sponsorships.

Assigned to = Mike Cochran, City Administrator, Randy Moneymaker, Parks & Recreation Director, and Jeff Hajek, Economic Development

3. Clear wood line by amphitheater; determine cost and seek partnership with Charleston Water System.

Targeted Completion Date =

Q1 2021 – contact Charleston Water System on floating island.

Q1 2021 – contact county to assist with trees behind amphitheater that impede the view.

Q2 2021 – get quotes on cost to clear the trees not on floating island.

Q3 2021 – potentially fund in new budget.

Assigned to = Mike Cochran, City Administrator and Randy Moneymaker, Parks & Recreation Director

Other Goals Proposed (no order assigned):

- Add Sanitation fee on property tax bill.
- Seek solution for illegal dumping.
- Organize meeting with state delegation members over next 3-6 months; goal to ensure awareness of municipal successes and challenges.
- Make a decision regarding the future of the food truck park property.
- Improve internal and external communications; over the 2021/22 fiscal year, study different ways to improve communications (app, reverse 911, etc.); implement 2022/23.
- Continue City Administrator's weekly newsletter to Council; look for other ways to build upon communication.
- Pedestrian bridge, Council of Government (COG) is currently assessing cost; present concept and cost to Council 2021/22 and seek available funding/grants.

- A motion to approve Resolution #1-2021 – A Resolution to Adopt the City of Hanahan's Strategic Priorities for 2021-2022 was made by Council Member Boggs.
- A second was made by Council Member Sally.
- There was no further discussion.
- The motion was called, and the vote was 7-0.

NEW BUSINESS

1. Mayor Rainwater moved on to the New Business portion of the meeting, where she invited Mr. Bill Carpenter of Riser, McLaurin & Gibbons up to present the Auditors Report. Mr. Carpenter started by stating that they have had a name change recently, it is now Riser, Gibbons and Carpenter; he is now a partner in the practice. Mr. Carpenter had a PowerPoint presentation that he prepared, and he began by saying that he wishes to echo Mr. Paul Trouche by saying how great it is working with Courtney Soler again. He was so happy to hear that she was back, as he knows she does excellent work and also stated that Allyson is always very nice to work with as well.

-Unmodified opinion – the best available result

-6th year of GASB statement No. 68 net pension liability. (pgs. 35-45) reflects total net pension liability of \$10.3 million.

-Basic Financial Statements

-Government Wide Financial Statements (pgs. 4-5)

-focuses on a broad overview of the city's finances.

-accrual basis of accounting like private sector business statement.

-Fund Financial Statements (pgs. 6-11)

-focuses on how money flows.

- o Council Member Sally asked will the account still be called Fleet. Courtney Soler, Finance Director answered, yes, it will still be called Fleet Fund and LOST money, etc. will go into this.

-City of Hanahan's Proportionate Share of Net Pension Liability – State Retirement System

-Statement of Net Pension (Govt. wide) – page 4

Total Assets	2019	33,090,586
	2020	32,585,811

Pension Liability

	2019	9,440,951
	2020	10,323,291

Total Liabilities

	2020	12,260,327
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-Total Revenues decreased just slightly at about 5%

6/30/20	11,234,617
6/30/19	11,404,407

-Total Expenditures - Most of this was COVID and hurricane related

6/30/20	11,339,878
6/30/19	10,462,761

-Interest was down almost 40%

-Spent over \$4M in Capital Funds

-\$105,261 lost within General Fund

-Fleet Service Fund at 6/30/20 had a deficit equity of 1,287,621

-Capital Project Funds (page 7)

Impact Fees

2019	531,912
------	---------

2020	41,831
------	--------

Local Option Sales Tax

2019	0
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2020	132,021
------	---------

Capital Outlay

2020	2,017,446
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- o Council Member Sally asked of that 488 TIF Fund, how much of that goes into our General Fund. Courtney Soler, Finance Director replied she didn't know off the top of her head, but she could try to calculate that. Bill Carpenter said that there would still be some offset though.

-Overall, about a \$2M loss in Capital Funds.

-Budget vs. Actual – (page 9)

Total Revenues – Variance with Final Budget Positive (Negative) 190,780

-property taxes up about 9%

-permits up about 16%

-grants up considerably, because of hurricane and COVID with money spend by June 30th

-Police had a good increase for the year, due to vacancies.

-Court revenues were way down, due to COVID and closures.

-Pretty good financial standings, considering the economic circumstances

-Have about 2% in Net Fund Balance

Mr. Carpenter said, in a separate letter for Council, Management suggests:

-Separation of Duties

- Cash Collateralization
- Compliance with Grant Requirements
- General Obligation Bond Requirements
- Interfund Loans/General Ledger Out-of-Balance/Deficit Equity in Capital Projects Fund

- o Council Member Chandler said that in one of his letters, you mentioned the lack of guidance under significant audit matters. Mr. Carpenter replied that he did not see anything in the books that was alarming. All significant transactions have been recognized in the financial statements in the proper period.
- o Council Member Chandler then stated that they (Council) used to have to sign checks over a certain amount. Courtney replied there are two (2) check signers over a certain amount, all Council, Courtney and Mike are all acceptable check signers. She said this is the same way she did this when she and Johnny (Cribb) was here before. He then asked if that signature had to be in person, like a rubber stamp. Mr. Carpenter replied that if you use a rubber stamp for checks, it needs to be safe guarded. That is an acceptable practice, but the stamp should be managed and locked up.
- o Mayor Pro Tem Hedgpeth then asked about the glitch that was noted in the software. Mr. Carpenter replied that overall, the balance did balance. Courtney did check with the software folks and they didn't know why. It's an anomaly. Mr. Carpenter thinks that they have it narrowed down now and thinks without the Fleet Fund, that we will be fine.
- o Council Member Sally asked, if you had to give us a grade, like we were in school; what would you give us. Mr. Carpenter said an A, at least an A; heck maybe an A+; especially compared to a year ago. Courtney does amazing work.

Mr. Carpenter in closing said that he is happy to report that there were NO audit findings, unlike the past 3-years and there were no significant audit adjustments. He once again, reiterated that Courtney does amazing work.

This concluded Bill Carpenter's presentation.

- *A motion to approve the Auditors Report was made by Council Member Sally.*
 - *A second was made by Council Member Chandler.*
 - *There was no further discussion.*
 - *The motion was called, and the vote was 7-0.*
2. Next, Mayor Rainwater once again called up Jeff Hajek, Planner/ Economic Director for the City of Hanahan, for the reappointments of the Planning Commission board. Jeff stated that we will be doing two (2) Planning Commission reappointments tonight; one for Pat Eckstine and Butch Thrower. One term equals 4 years for the Planning Commission. Jeff said that Pat Eckstine expressed her desire to continue to serve on the Planning Commission. As the Chair of the Commission, she has provided strong,

detailed insight over the course of her time serving. Having been appointed in 2012, her tenure on the Commission gives this planning board continuity and a historical perspective on all applications that come through the Building and Codes office. Jeff stated that in addition to her service on the Commission, Ms. Eckstine has been instrumental in championing The Tanner Pedestrian/Bicycle Trail, Hanahan Citizens Committee and most recently, the approved 2020 "Vote Yes 4 Parks" referendum. Jeff noted that Ms. Pat has been a valued asset to the Planning Commission in her previous terms and will certainly continue her strong level of service for her future term. Jeff said that he highly recommends Ms. Pat Eckstine for a board member position.

Additionally, Butch Thrower expressed his desire to continue to serve on the Planning Commission. Having served since 2012, Mr. Thrower provided guidance with the 2012 Comprehensive Plan and 2013 Capital Improvement Plan. As an insurance professional, Mr. Thrower provides a unique perspective to the Commission and keen insight to applications that are brought before this board. Jeff Hajek stated that he also highly recommends Mr. Butch Thrower for a board member position.

This concluded Jeff Hajek's presentation and there were no questions/comments from Council, other than Mayor Rainwater asking Jeff Hajek to pass along our thanks to Pat and Butch for their continued service on the Planning Commission board.

- *A motion to approve the reappointments of Ms. Pat Eckstine and Mr. Butch Thrower to the Planning Commission was made by Council Member Sally.*
- *A second was made by Mayor Pro Tem Hedgpeth.*
- *There was no further discussion.*
- *The motion was called, and the vote was 7-0.*

REPORTS AND COMMENTS:

A. CITIZENS COMMENTS

There were no comments/questions that were submitted online, prior to the start of the meeting and no one was in attendance in the Courtroom, to ask any questions.

There were no further comments/questions.

B. CITY ADMINISTRATOR'S REPORT

Mike Cochran, City Administrator then presented his monthly report online.

1. **Village Renaissance Grant** – The sidewalk is almost done on Corner Street with just a couple of driveways still pending. The sidewalk on Carolyn Street is framed out and awaiting concrete being poured.
Neighborhood signage is pending. BCSD has agreed to have one sign near HMS and Dominion is having their legal review the location off Dickson that has been selected.
2. **Flooding at Turkey Creek** – We held the meeting with the ACOE, Berkeley County Stormwater and our flood consultant last month. It was well attended. Currently, the county is working on getting the engineering scope assessed with a third party, using the ACOE's data. As a reminder, the city's flood mitigation consultant can help any homeowner living in a flood prone property that meets the criteria. The consultant will aid them in the application for the federal funding that is available.
3. **Downtown Revitalization** – The burying of lines and utilities is happening now. We are ready to install the solar/LED lighting once they are done and the poles have been removed. WOW cable is still on the poles but in the process of going underground.
4. **Railroad Avenue** – SCDOT has a pre-construction meeting later this month. The contractor will likely start in March. I have expressed that there is an interest in a groundbreaking event for this. There is a projected completion date of October 31, 2022.
5. **Food Truck Court (Yeamans Hall Canteen)** – We had a survey completed this month and a commercial appraisal is being done. We are talking with two entities who submitted bids but nothing firm yet as we needed more information to work with. Fourth Friday is the 26th of this month.
6. **Phase 3 Tanner Trail** – Additional survey work has pushed this timeline out slightly. The COG is managing this project and they know that we are interested in seeing it move forward.
7. **Park Bond Projects** – An update was sent to the Yes for Parks committee and posted to the city website.
 - 53-Acre Park**: Working on some final details for the permit with the OSF, the SCDOT and our design firm. Still ongoing.
 - Spell and Loftis Fields**: RFP was finalized for the well drilling for both fields.
 - new poles are on-site awaiting installation.
 - RFP is currently out for resurfacing the tennis courts at Spell Field.
 - Steward Street Park**: Survey work was done, and structural analysis is being done now. We will schedule a workshop meeting in March to obtain design feedback once we get the structural and survey information.
 - Williams Lane land**: closing is scheduled for tomorrow (2/10/21) at 1:00pm. At the buyers request, it was extended. The buyer is paying \$25,000 for the extension that is not part of the purchase price.

Notes:

2/14/21 – Valentine's Day

2/26/21 – Fourth Friday at Yeamans Hall Canteen

3/9/21 – March City Council Meeting at 6:30pm

C. MAYOR AND COUNCIL COMMENTS

- o Mayor Pro Tem Hedgpeth wished to thank the staff for the Work Session a couple of weeks ago. He said that everyone came prepared and the day went smoothly and efficiently because of their preplanning.

There were no additional Council Comments.

- *A motion to go into Executive Session was made by Council Member Sally.*
- *A second was made by Council Member Chandler.*
- *There weren't any questions/citizens comments.*
- *The motion was called, and the vote was 7-0.*

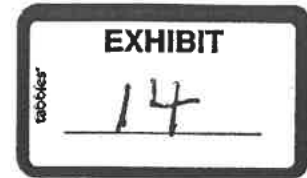
Executive Session began at 8:01pm.

Council returned from Executive Session at 8:52pm.

ADJOURNMENT

- *There being no further business to discuss tonight, a motion to adjourn was made by Council Member Sally.*
- *A second was made by Mayor Pro Tem Hedgpeth.*
- *There was no discussion.*
- *The motion was called, and the vote was 7-0.*
- *Meeting adjourned at 8:53pm.*

Our next regular monthly City Council Meeting will be March 9, 2021 at 6:30pm.



Outlook

RE: FOIA 25-1

From Michael Sally <michael.sally@carolinaone.com>
Date Wed 7/16/2025 7:43 AM
To Breonia Raymundo <breonia.raymundo@cityofhanahan.com>
Cc Courtney Soler <csoler@cityofhanahan.com>

2 attachments (13 MB)

Weekly Update 02-08-2021.eml; Weekly Update - Week of 02-15-2021.eml;

CAUTION: This email originated from an external source. Use good judgement with links or opening attachments.

Please see the attached documents I have regarding this FOIA request

Michael J Sally
Broker Associate
Carolina One Real Estate
900 N Main Street
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Office - 843.974-6200
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Image result for that's who we R logo

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COMPLAINANT 0073



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT OF
"BO" JOSEPH K. BOWERS JR.

Personally appeared before me, "Bo" Joseph K. Bowers Jr, who, being duly sworn, deposes and says:

1. I am over 18 years of age and otherwise competent to provide this Affidavit and the testimony herein. I am not under the influence of alcohol, drugs, or any other intoxicating substances.
2. I am a resident of Awendaw, South Carolina.
3. I served as the Fire Chief for the City of Hanahan from October 2014 until I retired in June 2022.
4. I retired because I was tired of stress relating to my job.
5. One of the primary difficulties was that the City did not allocate enough funding to the Fire Department in order for me to maintain competitive wages.
6. When I retired in 2022, fourteen other members of my department left as well.
7. Joseph Gill was stretched too thin. He was responsible for the Department of Public Works, as well as maintaining the entire automotive and equipment fleet for all departments in the City of Hanahan.
8. Gill was not given enough resources and manpower to keep the fleet of fire trucks and equipment in top running condition.
9. I recollect one occasion when the administration disciplined Joe Gill for working on personal vehicles at the City of Hanahan's public works facilities.
10. I was disturbed by this because Joe Gill was working on the personal vehicles owned by City Administration Officials, including Michael Sally, Christie Rainwater, Mike Dyson, Kevin Hedgepeth, and Courtney Soler.
11. Another issue was Michael Sally.

12. On one occasion he called me on the phone when I was in my automobile with my wife.
13. He asked if he was on the car audio, and told me he wanted to speak in private.
14. I switched the phone audio from the car speakers to the speaker on my mobile phone and asked him to continue.
15. It was then, that Michael Sally told me to give him a fraudulent COVID-19 Vaccination Certification card.
16. I told Michael Sally that it was not only dishonest but it was a felony; and that I was not going to commit a felony so that he could get a fraudulent covid vaccination card.
17. When I refused to give Michael Sally a false covid vaccination card he responded by telling me that if I told anyone about this, "he would end me".
18. My wife was in the car with me at the time and heard the entire conversation.
19. I was upset that the administration would not allow me to properly discipline employees in my department when they violated safety procedures, even though those violations resulted in vehicle accidents.
20. On one occasion, I was not permitted to discipline a particular employee and the very next day he was in an accident while driving a fire truck which involved him crashing into a power pole.
21. I arrived at the wreck and saw that the fire truck was in the accident because they failed to use a spotter, which is a basic safety procedure included in our written policies.
22. I expressed to the City Administrator (Michael Cochran) how angry I was with this individual and my desire to discipline them for their repeated disregarding of safety procedures and as a result; I was given a written warning by the Administrator, while nothing was done to the employee who violated the rules.
23. In my opinion Courtney Soler was not qualified to be the Finance Director, much less City Administrator. When I was the Fire Chief, she did not understand the concept of departmental

budgets or contingencies and fought me on basic needs such as replacing tires on fire trucks. If I still worked at the City when she became the City Administrator then I would have quit on the spot.

FURTHER THE AFFIANT SAYETH NOT,


By: "Bo" Joseph K Bowers Jr

Sworn Before me this 11 day of June 2025.


Notary Public for South Carolina

My Commission expires: July 19, 2031

Christie Rainwater
2031 Quiet Ibis Rd
Hanahan, SC 29410

State of South Carolina
State Ethics Commission
201 Executive Center Dr, Ste 150
Columbia, SC 29210

February 7, 2026

RE: Response to Complaint C2025-083

To the Members of the Board,

I am writing to formally address the allegations presented and welcome the opportunity to provide clarity. A factual review of the timeline and the city's administrative processes quickly reveals that I was not even a licensed realtor during much of the accusation period. Once I was a Realtor, the processes were well underway and choices that were not mine were made long before I was a Realtor as well.

According to the Merriam Webster Dictionary, the definition of ethics is defined as "a set of moral principles : a theory or system of moral values." I live my life by these values. Every decision and every vote I have made has never been for personal gain but for the advancement of my community.

The Timeline of Licensure vs. The Property Sale

The most critical fact in this matter is a simple matter of public record: I did not become a licensed Realtor until March 22, 2021.

- The Request for Proposal (RFP) for the Yeamans Hall property was released on October 19, 2020. The intent to sell and the subsequent administrative actions were well underway months before I even entered the real estate profession. The city staff, not the City Council, chose the Realtor who had been used by the city for years.

- As shown in exhibit 12, the Williams Lane property was sold prior to my licensure. It is logically and legally impossible for me to have acted in a professional real estate capacity or to have influenced the transaction for personal gain before I even held a license.

Administrative Recommendation and Staff Autonomy

The decision to move forward with the Yeamans Hall property was a transparent, staff-driven process.

- **Expert Recommendation:** In exhibit 10, the City Administrator's recommendation to Council is clear and unequivocal. He urged the approval of the sale without a single reservation or concern.
- **Selection Process:** The Realtor involved in this transaction was chosen directly by city staff, not by a vote of the City Council. At no point did I exert influence over the selection of the professional representing the city and, again, was not even licensed nor working with Carolina One when chosen. They selected the Realtor that had been used by the city for years prior.

The Nature of the Real Estate Industry

The complaint suggests a misunderstanding of how real estate brokerage works. Realtors are 1099 independent contractors. We are, by the very nature of the business, in direct competition with one another—even those who "hang their license" at the same firm.

There is no "shared benefit" in this scenario. One agent's success does not financially benefit another; in fact, agents within the same firm compete for the same leads and market share. Unless I was the listing or selling agent—which I was not—there was zero financial benefit or business growth afforded to me.

Credibility of Testimony

It is important to note that the testimonials included in the complaint packet come exclusively from individuals who are no longer with the City of Hanahan.

These affidavits represent the views of disgruntled ex-employees and, in several instances, contain verifiable falsehoods. I am prepared to provide evidence to refute these claims and strongly encourage the Board to interview current city staff members to obtain an objective, truthful account of the atmosphere and procedures during that time.

Conclusion

I have served this community with integrity, and I will not allow my reputation to be tarnished by a narrative painted by someone who uses the system for his own personal gain. I remain fully committed to transparency and am happy to provide any further documentation the Board requires to dismiss this matter. Thank you for serving in the capacity you do with the intent of helping others who serve to maintain that same moral compass.

Sincerely,

A large black rectangular box redacting the signature of Christie Rainwater.

Christie Rainwater

STATE OF SOUTH CAROLINA	)	
COUNTY OF RICHLAND	)	BEFORE THE STATE ETHICS COMMISSION
	)	
IN THE MATTER OF:	)	
	)	
Complaint C2025-083	)	
	)	
C. Ray Wrenn,	)	NOTICE OF HEARING
Complainant.	)	
	)	
Christie Rainwater,	)	
Respondent.	)	
_____	)	

The State Ethics Commission has determined that there is probable cause pursuant to Section 8-13-320(10)(i), Code of Laws, South Carolina, 1976, as amended, in the above-captioned complaint. The Commission will convene a formal hearing into the matter in accordance with Section 8-13-320(10)(i) & (j), Code of Laws, South Carolina, 1976, as amended, and State Ethics Commission Regulations, S.C. Code Ann. Regs. 52-707 (1997 Cum. Supp.) on Thursday, June 18, 2026 at 9:30 a.m. at the Commission Hearing Room located at: 201 Executive Center Drive, Suite 150, Columbia, South Carolina 29210. The following allegations will be heard:

COUNT ONE
USE OF OFFICE FOR FINANCIAL GAIN - BUSINESS WITH WHICH ASSOCIATED
SECTION 8-13-700(A), S.C. CODE ANN., 1976, AS AMENDED

That Christie Rainwater, Mayor of the City of Hanahan, did use her official position to participate in a June 2022 real estate closing for property located on Yeamans Hall Road, in which Carolina One Realty, a business with which Respondent was associated, had an economic interest, in violation of Section 8-13-700(A).

COUNT TWO
FAILURE TO RECUSE
SECTION 8-13-700(B), S.C. CODE ANN., 1976, AS AMENDED

That Christie Rainwater, Mayor of the City of Hanahan, did fail to recuse herself from a

June 2022 real estate closing for property located on Yeamans Hall Road, in which Carolina One Realty, a business with which Respondent was associated, had an economic interest, in violation of Section 8-13-700(B).

You have the right to be represented by counsel, the right to call and examine witnesses, the right to introduce exhibits, and the right to cross-examine opposing witnesses. This hearing will be open to the public as required by Section 8-13-320(10)(j), Code of Laws, South Carolina, 1976, as amended. The procedures to be followed are set forth in the Administrative Procedures Act, Section 1-23-10, et seq., Code of Laws, South Carolina, 1976, as amended, the State Ethics Act, Section 8-13-100, et seq., Code of Laws, South Carolina, 1976, as amended, and State Ethics Commission Regulations, S.C. Code Ann. Regs. 52-707 (1997 Cum. Supp.).

A pre-hearing conference may be scheduled prior to the hearing to allow exchange of witness lists and evidence, marking of exhibits, and disposition of motions or pleadings. In the event you fail to appear, judgment by default will be rendered against you. If there are any questions concerning the above notice or hearing times, please contact the State Ethics Commission.

Dated this 19th day,
of March 2026.


Meghan Walker Dayson, Executive Director
State Ethics Commission

Certificate of Service by Certified Mail

I hereby certify that a copy of this **NOTICE OF HEARING** was duly served on RESPONDENT Christie Rainwater, 1255 Yeamans Hall Road, Hanahan, SC 29410 by depositing said **NOTICE OF HEARING** in the United States mail, Columbia, South Carolina on this 23 day of March 2026, by CERTIFIED MAIL, E-RETURN RECEIPT REQUESTED, appropriate postage affixed, and a return address clearly indicated on said envelope.



Erin Caughman
State Ethics Commission

Columbia, South Carolina

(803) 253-4192

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE MATTER OF:
Complaint C2025-083

C. Ray Wrenn,
Complainant.

Christie Rainwater,
Respondent.

BEFORE THE STATE ETHICS COMMISSION

DECISION AND ORDER

Pursuant to Section 8-13-320(10)(i) of the South Carolina Ethics, Government Accountability, and Campaign Reform Act of 1991 (Ethics Act), the Commission reviewed the above-captioned Complaint against Christie Rainwater (Respondent) and probable cause was found to warrant an evidentiary hearing. Present at the hearing on June 18, 2026 were Commissioners Helen Munnerlyn, Mary Hunter B. Tomlinson, and Sara Parrish, Hearing Panel Chair. Respondent appeared *pro se* and the Commission was represented by Jordan C. Davis. The following charges were considered: one (1) count of Section 8-13-700(A) for participating in a matter in which a business Respondent was associated with held an economic interest and one (1) count of Section 8-13-700(B) for failing to recuse from the same matter.

FINDINGS OF FACT

On September 9, 2025, the Commission received a Complaint from C. Ray Wrenn (Complainant) wherein he contended that Respondent used her position as Mayor of the City of Hanahan (City) to secure an economic benefit on behalf of Carolina One Real Estate (Carolina One), and potentially for herself. More specifically, the Complaint alleged Respondent, a

compensated agent of Carolina One, improperly participated in the City's sale of real property located on Yeamans Hall Road, in which Carolina One served as the City's broker.¹

During the Commission's investigation, Commission Investigator Brad White interviewed Respondent, Carolina One management, and City staff. Investigator White also received and reviewed records from the City, the South Carolina Department of Labor, Licensing, and Regulation, Complainant's attorney, and Respondent. The investigation revealed the following facts, and the testimony of witnesses and exhibits submitted to the Hearing Panel affirmed the same:

1. At all times relevant, Respondent served as the City's Mayor.
2. On October 19, 2020, the City published a Request for Proposal (RFP) soliciting a purchaser for the sale of City-owned land located on Yeamans Hall Road (Yeamans Hall Property).
3. On November 8, 2020, the City retained Carolina One as its broker for the sale of the Yeamans Hall Property. The brokerage agreement, signed by City Administrator Mike Cochran, identified a 3% commission to Carolina One as the City's broker, and a 3% commission to a buyer's broker.
4. At the hearing, Cochran testified he recalled the City's desire to sell the Yeamans Hall Property, the RFP, the brokerage agreement, and the closing documents. He additionally testified that he did not recall how Carolina One became the broker for the City in the transaction, but that it was not uncommon for the City to use Carolina One in its real estate transactions.

¹ The Complaint raised numerous additional allegations that fell outside of the four-year statute of limitations set forth in Section 8-13-320(9)(d)(4). For purposes of this Decision and Order, the Hearing Panel only considered conduct occurring after September 9, 2021.

5. On March 22, 2021, Respondent became licensed as a real estate agent in the state of South Carolina, supervised by and affiliated with Carolina One.²
6. At the hearing, Investigator White testified regarding his interview with Respondent during the course of his investigation. Investigator White testified that Respondent described her relationship with Carolina One as a 1099 independent contractor, which meant she was not compensated for any transaction unless she was the listed agent. She also stated that her position with Carolina One gave her access to an office for which she did not pay rent or overhead costs. Investigator White noted in his testimony that Respondent was required to pay for all Carolina One merchandise, including shirts, promotional materials, business cards, and yard signs.
7. Prior to the Yeamans Hall Property closing, Respondent became aware that neither broker was identified in the settlement statement as receiving a commission, and asked the closing attorney to correct the language therein.
8. At the hearing, Respondent testified that she believed requesting this change was in the City's best interest, and that it was her obligation as Mayor to do so.
9. The final version of the Yeamans Hall Property settlement statement included Respondent's suggested correction, which resulted in a \$12,750.00 payment to Carolina One and a \$12,750.00 payment to the buyer's broker.
10. Respondent, as Mayor, was present at the June 7, 2022 closing on the Yeamans Hall Property.

² At the outset of the hearing, the parties submitted a Stipulation of Facts to the Hearing Panel, one of which contained a transposition error as to this fact. The Stipulation of Facts indicates Respondent was licensed March 21, 2022, rather than March 22, 2021.

11. The City's Former Procurement Manager Katharine Farias testified that at the closing, Respondent asked the closing attorney to ensure the change had been made to include the provision of commission to Carolina One.
12. Investigator White also testified to Respondent's presence at the closing, as she told him during their interview that she attended to ensure the documents had been corrected by the closing attorney.
13. Respondent testified that at the time of closing she knew she was Mayor, she knew of her business association with Carolina One, and she knew Carolina One would receive a commission as a result of the Yeaman's Hall Property sale.
14. Carolina One subsequently retained \$2,734.00 of the 3% commission and distributed the remaining \$10,016.00 to the listed agent.³
15. Respondent testified she did not receive any direct payment as a result of the Yeamans Hall Property sale, nor any amount of commission from the transaction.

CONCLUSIONS OF LAW

Based upon the Findings of Fact, the Commission concludes, as a matter of law:

1. At all times relevant, Respondent was a "public official" pursuant to Section 8-13-100(27).
Therefore, the Commission has personal and subject matter jurisdiction.
2. At all times relevant, Carolina One was a business with which Respondent was associated, defined in Section 8-13-100(4) as:

A business of which the person or a member of his immediate family is a director, an officer, owner, employee, a compensated agent, or holder of stock worth one hundred thousand dollars or more at fair market value and which constitutes five percent or more of the total outstanding stock of any class.

³ Respondent did not serve as the listing agent in the Yeamans Hall Property sale.

3. Carolina One had an “economic interest” in the sale of the Yeamans Hall property, defined in Section 8-13-100(11)(a) as:

An interest distinct from that of the general public in a purchase, sale, lease, contract, option, or other transaction or arrangement involving property or services in which a public official, public member, or public employee may gain an economic benefit of fifty dollars or more.

4. Respondent did, in participating in the closing of the Yeamans Hall Property, violate Section 8-13-700(A), which provides, in relevant part:

No public official [] may knowingly use his official office [] to obtain an economic interest for himself, a family member, an individual with whom he is associated or a business with which he is associated.

5. Additionally, by failing to recuse from participation in matters related to the sale of the Yeamans Hall property, Respondent did violate Section 8-13-700(B), which provides, in relevant part:

No public official [] may make, participate in making, or in any way attempt to use his office [] to influence a governmental decision in which he, a family member, an individual with whom he is associated, or a business with which he is associated has an economic interest.

6. Section 8-13-130 allows the Commission to “levy an enforcement or administrative fee on a person who is in violation of any provision of the Ethics Act.”
7. Section 8-13-320(10)(l)(i) allows the Commission to require payment of a civil penalty of up to two thousand dollars for each violation of the Ethics Act.
8. Section 8-13-320(10)(l)(ii) allows the Commission to require the forfeiture of the value of any amounts obtained in violation of the Ethics Act.

DECISION

Section 8-13-700(A), in relevant part, prohibits a public official from knowingly using his position to obtain an economic interest for himself, a family member, or a business with which

he is associated. “Knowledge” is defined as an “awareness or understanding of a fact or circumstance.” Black’s Law Dictionary 876 (7th ed. 1999). Knowledge “includes not only actual knowledge of a fact, but situations where a person has such information that would lead a prudent person to form a belief as to the fact, and if followed by proper inquiry, would have disclosed its character.” Save More, Inc. v. S.C. Dep’t of Revenue, Unpub. Op. No. 2000-UP-318 (Ct. App. 2000). Knowledge may be proven by circumstantial evidence and inferences drawn therefrom. State v. Gore, 318 S.C. 157, 456 S.E.2d 419 (Ct. App. 1995). Likewise, Section 8-13-700(B) prohibits a public official from influencing or attempting to influence a governmental decision in which the public official, a family member, or a business with which the public official is associated has an economic interest. In the event such a matter comes before the public official, Section 8-13-700(B) prescribes the course of action the public official should take to recuse themselves.

Here, the evidence presented to the Hearing Panel established that Respondent, as an independent contractor, served as a compensated agent of Carolina One during all relevant times. The evidence presented further established that Respondent knowingly used her position as Mayor to participate in the Yeamans Hall Property closing, a matter in which Carolina One had an economic interest. The Panel further finds that Respondent knew or should have known her participation in the closing would secure an economic benefit for Carolina One. In support of this finding, the Panel relies on Respondent’s testimony that she was aware of both her role as Mayor and her association with Carolina One at the time of the closing, and that she knew Carolina One had an economic interest in the Yeamans Hall Property sale. Finally, given these facts, the Panel finds that Respondent violated Section 8-13-700(B) by participating in this matter.

In mitigation, Respondent testified that she did not personally receive any compensation as a result of the commission payment to Carolina One. To that end, the Panel recognizes that there is no evidence Respondent was involved in establishing or negotiating the terms of the brokerage agreement the City held with Carolina One or that she personally benefitted from the transaction. Additionally, the Panel acknowledges Respondent's full participation and responsiveness throughout the investigation and hearing processes. The Panel also appreciates Respondent's care for the City and its citizens, as expressed during her testimony.

NOW, THEREFORE, based on the foregoing Findings of Fact and Conclusions of Law, the Panel has determined, based on a preponderance of the evidence, that Respondent Christie Rainwater is in violation of one (1) count of Section 8-13-700(A) for participating in a matter in which a business she was associated with held an economic interest and one (1) count of Section 8-13-700(B) for failing to recuse from that same matter.

THEREFORE, Respondent is hereby issued this Public Reprimand and assessed a reduced civil penalty of \$500.00 per count, and an administrative fee of \$1,100.00, for a total of \$2,100.00.

AND, pursuant to Section 8-13-320 of the Ethics Act, if the \$2,100.00 is not paid in full within six (6) months from Respondent's receipt of this Order, the total amount owed shall revert to the maximum possible assessment of \$7,834.00 (a civil penalty of \$4,000.00, an administrative fee of \$1,100.00, and restitution to the City of Hanahan in the amount of \$2,734.00 in accordance with Section 8-13-320(10)(k)(ii)) and the Commission shall enter a judgment against Respondent in the amount of \$7,834.00 with the Clerk of Court's Office in the county of Respondent's last known residence. In that event, the Clerk of Court shall enter this Order in the amount of \$7,834.00 in its judgment rolls, without cost to the Commission.

FINALLY, Respondent Christie Rainwater has ten (10) days from receipt of this Order to appeal this Decision and Order to the full Commission.

AND IT IS SO ORDERED THIS Can DAY OF July, 2026.

STATE ETHICS COMMISSION



SARA PARRISH, HEARING CHAIR

Columbia, South Carolina