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Nov 05 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
The Honorable Roger M. Young, Sr., Circuit Court Judge

Appellate Case No. 2024-000064
Case No. 2021-CP-10-05645

THE CHARLESTON SCHOOL OF LAW, LLC, a South
Carolina limited liability company, and OMSHERA
HOTEL GROUP, LLC Respondents.

v.

CITY OF CHARLESTON, a municipal corporation, and
OMSHERA HOTEL GROUP, LLC, a North Carolina
limited liability company, Defendants,

of which CITY OF CHARLESTON, a municipal corporation, is the.....Appellant.

CONSENT MOTION FOR DISMISSAL OF APPEAL

Pursuant to Rule 260(b), SCACR, Appellant City of Charleston, Respondent The Charleston School of Law Holdings, LLC (formerly known as The Charleston School of Law, LLC), and Defendant/Respondent OmShera Hotel Group, LLC hereby request and move this Court to dismiss this appeal with prejudice on the grounds that the parties have reached a settlement of the claims at issue in this appeal. A true and correct copy of the Settlement Agreement executed by the parties is attached hereto as “Exhibit A” and is incorporated herein by reference. The parties further request that the Court remand this matter to the Circuit Court to

allow the parties to execute and file a Stipulation of Dismissal With Prejudice with that Court in accordance with South Carolina Rule of Civil Procedure 41(a)(1)(B).

Pursuant to Paragraph 2 of the Settlement Agreement, the parties agree to seek the dismissal of the pending litigation. Accordingly, Appellant City of Charleston, Respondent The Charleston School of Law Holdings, LLC, and Respondent OmShera Hotel Group, LLC hereby move for and request the dismissal of this appeal with prejudice. The parties further move the Court to remand this matter to the Circuit Court. No costs or fees are to be taxed against any party.

Respectfully submitted,

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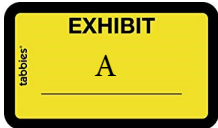
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Attorneys for Defendant OmShera Hotel Group, LLC

| | | |
|------------------------------------|---|--------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | FOR THE NINTH JUDICIAL CIRCUIT |
| COUNTY OF CHARLESTON |) | CASE NO. 2021-CP-10-05645 |
| THE CHARLESTON SCHOOL OF LAW, LLC, |) | |
| |) | |
| Plaintiff, |) | SETTLEMENT AGREEMENT |
| |) | |
| -vs- |) | |
| |) | |
| CITY OF CHARLESTON, and |) | |
| OMSHERA HOTEL GROUP, LLC, |) | |
| |) | |
| Defendants. |) | |
| _____ |) | |



The Charleston School of Law Holdings, LLC (formerly known as The Charleston School of Law, LLC) (herein sometimes, “**CSOLH**”), the **Charleston School of Law** (formerly known as The Charleston School of Law Foundation, Inc.) (herein sometimes, “**CSOL**”), the **City of Charleston**, and **OmSHERA Hotel Group, LLC** (herein sometimes (“**OHG**”))

1. **RECITALS.** Recognizing the following have taken place since the end of November, 2024, the parties to the above-referenced litigation (the “**Litigation**”) desire to settle the litigation as set forth in this Settlement Agreement.

1.1. The Charleston School of Law, LLC operated the Charleston School of Law (the “**Law School**”) since its formation as a for profit South Carolina limited liability company. On December 1, 2024, The Charleston School of Law, LLC, its remaining members and the Charleston School of Law Foundation, Inc. (a South Carolina non-profit corporation qualified under 501(c)(3) as a tax exempt corporation) completed a series of transactions resulting in the Charleston School of Law Foundation, Inc. taking over the ownership and operation of the Law School pursuant to which transactions The Charleston School of Law, LLC contributed substantially all of its assets to Charleston School of Law Foundation, Inc. and Charleston School of Law Foundation, Inc. assumed all of the liabilities and

obligations of The Charleston School of Law, LLC relating to the ownership and operation of the Law School.

- 1.2. After the assets and obligations were contributed to and assumed by the Charleston School of Law Foundation, Inc., the 431 Meeting Street Property and cash to fund the Litigation were the only assets in The Charleston School of Law, LLC and the Litigation was the only obligation of The Charleston School of Law, LLC. The members of The Charleston School of Law, LLC transferred their membership shares in The Charleston School of Law, LLC to the Charleston School of Law Foundation, Inc. so that the Charleston School of Law Foundation, Inc. could continue to prosecute the above-captioned Litigation in The Charleston School of Law, LLC and eventually realize the value of the 431 Meeting Street Property, which is substantial. The Charleston School of Law, LLC was then a single member limited liability company owned by the Charleston School of Law Foundation, Inc. and not subject to taxation upon the sale of the Property. None of the proceeds of the sale of the 431 Meeting Street Property will be owed or paid to the former owners/members of The Charleston School of Law, LLC. The proceeds will be owned and used by the Charleston School of Law Foundation, Inc. to purchase, construct or renovate and maintain facilities for the Law School.
- 1.3. The Charleston School of Law Foundation, Inc. is a South Carolina non-profit corporation incorporated in 2003 and is qualified under 501(c)(3) as a tax exempt corporation. It has an independent board of trustees. The two former owners of The Charleston School of Law, LLC are two of the nine members of the Board of Trustees, but do not control the Board of Trustees. After the completion of the transactions outlined above, the Charleston School of Law Foundation, Inc. legally changed its name to the Charleston School of Law, and The Charleston School of Law, LLC legally changed its name to Charleston School of Law Holdings, LLC.

NOW, THEREFORE, in consideration of the recitals, promises and covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree to be legally bound as follows:

2. Each party hereby authorizes, empowers and directs its attorneys to execute, consent to and file on its behalf any and all documents necessary to comply with the requirements of this Agreement including, but not limited to, a dismissal of the Litigation with prejudice, in order to dismiss the above-referenced Litigation and all claims and counter-claims with prejudice (the “**Dismissal**”). The Dismissal shall be filed on the fifth business day after the third reading of, approval and enactment of the Ordinance (as defined below).
3. The Financial Arrangement between the Charleston School of Law Holdings, LLC and the City of Charleston will remain as set forth in their agreements:
 - 3.1. The Charleston School of Law Holdings, LLC will complete the sale of the 431 Meeting Street property allocating to the City of Charleston the amounts of the proceeds as required by the 2017 Modification Agreement and the 2019 Modification Agreement.
 - 3.2. The “**2017 Modification Agreement**” is a July 20, 2017 written agreement executed by the City of Charleston and the Charleston School of Law Holdings, LLC entitled “Agreement: 431 Meeting Street.”
 - 3.3. The “**2019 Modification Agreement**” is a July 19, 2019 agreement that confirms or affirms the Charleston School of Law Holdings, LLC’s ability to sell or exchange the 431 Meeting Property, divide the net proceeds of the sale between the Charleston School of Law Holdings, LLC and the City of Charleston pursuant to a distribution formula, and eliminate the Possibility of Reverter in the 2005 Deed.
 - 3.4. The Charleston School of Law Holdings, LLC and Omshera Hotel Group, LLC are parties to that certain Purchase Agreement dated November 26, 2018, as amended, (the “**Purchase Agreement**”) pursuant to which the Charleston School of Law Holdings, LLC and Omshera Hotel Group, LLC intend to close the sale of the 431 Meeting Property to Omshera Hotel Group, LLC. If the sale to Omshera Hotel Group, LLC is not consummated and the Purchase

Agreement is cancelled or otherwise no longer a legal, valid and binding agreement, then Charleston School of Law Holdings, LLC shall have the right to market and sell the 431 Meeting Street Property pursuant to the procedure set forth in the 2017 Modification Agreement, the 2019 Modification Agreement, this Settlement Agreement, the Ordinance (as defined below) and the Deed and Elimination (as defined below).

- 3.5. The proceeds of the sale of 431 Meeting Street shall be set forth in detail on a closing statement itemizing the application of the proceeds of the sale between (i) amounts to be paid out of the funds before division between the City of Charleston and The Charleston School of Law Holdings, LLC, (ii) the proceeds of the sale of the 431 Meeting Street Property to be paid to the City of Charleston (the “**City Proceeds**”), and (iii) the proceeds of the sale of the 431 Meeting Street Property to be paid to the Charleston School of Law Holdings, LLC (the “**CSOLH Proceeds**”).
4. The CSOLH Proceeds will be distributed to the Charleston School of Law (successor in interest to The Charleston School of Law Foundation, Inc.) and held pursuant to the following restrictions:
 - 4.1. The Charleston School of Law will place and hold the CSOLH Proceeds in an investment account (the “**Account**”) determined by the Charleston School of Law Board of Trustees and under the Charleston School of Law Board of Trustees’ control.
 - 4.2. The CSOLH Proceeds will be used only for the purchase of real estate, construction of improvements to real estate, maintenance of real estate and improvements and/or renovations of a building to house the School of Law on the Charleston peninsula. The Charleston School of Law will provide the City of Charleston annually a statement certified by the Charleston School of Law Board of Trustees verifying that the CSOLH Proceeds and earnings thereon are in the Account, and when the funds are expended will provide the City of Charleston proof that the CSOLH Proceeds have been properly spent. The Charleston School of Law may buy, sell, buy, sell etc. property on the Peninsula as many times as it desires.

- 4.3. If the Charleston School of Law sells the property purchased with the CSOLH Proceeds and relocates the Law School off of the Charleston peninsula within 20 years of the date of this Agreement, the Charleston School of Law will pay the City of Charleston five million and no/100 dollars (\$5,000,000.00). The five million and no/100 dollars (\$5,000,000.00) contingent obligation to the City of Charleston is a contract obligation and will not be evidenced by a note or secured by a mortgage, but is hereby unconditionally guaranteed by the Charleston School of Law.
5. Charleston City Council will duly enact a municipal ordinance satisfying the requirements of S.C. CODE ANN. § 5-7-260 that will approve, authorize, and direct the City of Charleston's execution of this Settlement Agreement and the City of Charleston's execution and delivery of a quitclaim deed and elimination of possibility of reverter in the form attached hereto. Charleston City Council will approve and adopt the Ordinance (the "**Ordinance**") attached hereto as **Exhibit 1**. Charleston City Council will approve the execution and filing of the Quit Claim Deed and Elimination of Possibility of Reverter Contained in Deed Recorded in Book J-543 at Page 031 ("**Deed and Elimination**") attached hereto as **Exhibit 2**.
6. Each party to the Litigation will pay its own legal fees and costs, and should either party be forced to initiate legal action to enforce the terms of this Agreement, including 4.3, the prevailing party shall be entitled to costs and fees, including reasonable attorney fees from the non-prevailing party.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the day and year first hereinabove written.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK
INDIVIDUAL SIGNATURE PAGES ARE ATTACHED HERETO**

SIGNATURE PAGE

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE CHARLESTON SCHOOL OF LAW,)
LLC,)
)
Plaintiff,)
)
-vs-)
)
CITY OF CHARLESTON, and)
OMSHERA HOTEL GROUP, LLC,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2021-CP-10-05645

SETTLEMENT AGREEMENT

The Charleston School of Law Holdings, LLC

Witness:

W E Crum

J Edward Bell III

By: _____
J. Edward Bell, III, manager


Dated: 09/22/2025

SIGNATURE PAGE

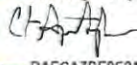
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|-------------------------------|---|--------------------------------|
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| |) | FOR THE NINTH JUDICIAL CIRCUIT |
| COUNTY OF CHARLESTON |) | CASE NO. 2021-CP-10-05645 |
| THE CHARLESTON SCHOOL OF LAW, |) | |
| LLC, |) | |
| |) | |
| Plaintiff, |) | SETTLEMENT AGREEMENT |
| |) | |
| -vs- |) | |
| |) | |
| CITY OF CHARLESTON, and |) | |
| OMSHERA HOTEL GROUP, LLC, |) | |
| |) | |
| Defendants. |) | |
| _____ | | |

Charleston School of Law

Witness:

Signed by:


88C30103EAAAF495

DocuSigned by:

 By: _____
DAFCA7BE9F21450
 Constance Anastopoulo, president


Dated: 9/22/2025

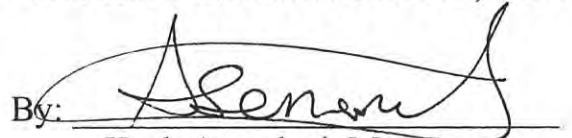
SIGNATURE PAGE

STATE OF SOUTH CAROLINA)
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COUNTY OF CHARLESTON)
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THE CHARLESTON SCHOOL OF LAW,)
LLC,)
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Plaintiff,)
)
-vs-)
)
CITY OF CHARLESTON, and)
OMSHERA HOTEL GROUP, LLC,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2021-CP-10-05645

SETTLEMENT AGREEMENT

Witness:


OMSHERA HOTEL GROUP, LLC
By: 
Kush Anandani, Manager

Dated: 9-22-25

SIGNATURE PAGE

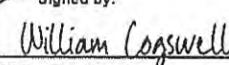
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| COUNTY OF CHARLESTON |) | CASE NO. 2021-CP-10-05645 |
| THE CHARLESTON SCHOOL OF LAW, LLC, |) | |
| |) | |
| Plaintiff, |) | SETTLEMENT AGREEMENT |
| |) | |
| -vs- |) | |
| |) | |
| CITY OF CHARLESTON, and OMSHERA HOTEL GROUP, LLC, |) | |
| |) | |
| Defendants. |) | |

CITY OF CHARLESTON

Witness:

Signed by:


EA667406E875450...

Signed by:

 By: _____
 William S. Cogswell, Jr.
 Mayor

Dated: 10/6/25

ATTACHMENTS

Exhibit 1 Ordinance

Exhibit 2 Quit Claim Deed and Elimination of Possibility of Reverter Contained
in Deed Recorded in Book J-543 at Page 031

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A QUIT CLAIM DEED AND ELIMINATION OF POSSIBILITY OF REVERTER, SUCH POSSIBILITY OF REVERTER CONTAINED IN DEED RECORDED IN BOOK J-543, AT PAGE 031 FOR THE PROPERTY LOCATED AT THE CORNER OF MEETING AND WOLFE STREETS BEARING TMS # 459-09-01-049 IN THE CITY AND COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA AND TO RATIFY AND ADOPT ANY AND ALL MODIFICATIONS OR AMENDMENTS TO ORDINANCE # 2004-150.

BE IT ORDAINED BY THE MAYOR AND COUNCIL MEMBERS OF CHARLESTON IN CITY COUNCIL ASSEMBLED:

Section 1. Recitals.

WHEREAS, pursuant to the Quit Claim Deed (the “**2005 Deed**”) dated July 1, 2005 and recorded July 1, 2005 in Book J543 at Page 031 in the Office of the Register of Deeds for Charleston County, SC, authorized by City of Charleston Ordinance 2004-150, the City of Charleston conveyed the Property (as defined in the 2005 Deed) to The Charleston School of Law, LLC and in payment therefore, The Charleston School of Law, LLC paid the City of Charleston Eight Hundred Seventy-Five Thousand and no/100 Dollars (\$875,000.00), of which amount Ten Thousand and no/100 Dollars (\$10,000.00) cash was paid at closing and executed and delivered to the City of Charleston a Promissory Note (the “**Note**”) in the principal amount of Eight Hundred Sixty-Five Thousand and no/100 Dollars (\$865,000.00) which Note was secured by a Mortgage of Real Estate (the “**Mortgage**”) dated July 1, 2005 and recorded July 1, 2005 in Book J543 at Page 889 in the Office of the Register of Deeds for Charleston County, SC; and,

WHEREAS, the Mortgage was modified by the Parties by Mortgage Modification Agreement dated November 16, 2009 and recorded

December 29, 2009 in Book 0099 at Page 354 in the Office of the Register of Deeds for Charleston County, SC; and,

WHEREAS, the 2005 Deed sets forth a Possibility of Reverter and Restriction (sometimes referred to as the “**Possibility of Reverter**”) which required the Property to be used for Law School Purposes, as defined therein; and,

WHEREAS, an Extension of Possibility of Reverter as Contained in Deed Recorded in Book J-543, at Page 031 was executed by the City of Charleston March 25, 2010 and recorded April 16, 2010 in Book 0117 at Page 547 in the Office of the Register of Deeds for Charleston County, SC, which extended the Possibility of Reverter until July 1, 2017; and,

WHEREAS, the Parties entered into an Agreement: 431 Meeting Street dated July 20, 2017 (the “**2017 Modification Agreement**”) pursuant to which the Parties agreed for The Charleston School of Law, LLC to have the ability to sell the Property, divide the proceeds of the sale with the City of Charleston and eliminate the Possibility of Reverter; and,

WHEREAS, The Charleston School of Law, LLC paid the Note in full and the Mortgage has been satisfied by the City of Charleston as evidenced by that certain Mortgage Satisfaction executed by the City of Charleston July 19, 2019; and,

WHEREAS, the Parties entered into a Modification of Possibility of Reverter Contained in Deed Recorded in Book J-543 at Page 031 dated July 19, 2019 and recorded August 15, 2019 in the Office of the Register of Deeds for Charleston County, South Carolina in Book 0816 at Page 707 (the “**2019 Modification Agreement**”); and,

WHEREAS, The Charleston School of Law, LLC changed its name to the Charleston School of Law Holdings, LLC and the Charleston School of Law Holdings, LLC desires to close the sale of the Property for \$12,850,000 pursuant to a Purchase Agreement with OmShera

Hotel Group, LLC dated November 26, 2018, as amended (“**Purchase Agreement**”) which was approved by the City of Charleston, and disburse the proceeds to The Charleston School of Law Holdings, LLC and the City of Charleston pursuant to the 2017 Modification Agreement and the 2019 Modification Agreement; and

WHEREAS, pursuant to the terms of the 2017 Modification Agreement and the 2019 Modification Agreement, the Parties desire to execute and deliver the Quit Claim Deed and Elimination of Possibility of Reverter Contained in Deed Recorded in Book J-543 at Page 031 (the “**Deed and Elimination**”) attached hereto as **Exhibit 1** to comply with the requirements in the 2019 Modification Agreement that the City of Charleston execute and file a quit-claim deed **(a)** to delete, eliminate and render null and void the Possibility of Reverter and Restriction as contained in Exhibit B of the Quitclaim Deed recorded in Book J-543, at Page 031, and **(b)** to acknowledge satisfaction of any and all rights or claims the City of Charleston has under the 2017 Modification Agreement which rights and claims will be satisfied upon payment to the City of Charleston of its share of the proceeds of the sale as set forth in the 2019 Modification Agreement, which payment and satisfaction shall be demonstrated and satisfied conclusively by filing in the Office of the Register of Deeds of Charleston County, SC an “**Affidavit of Payment**” certifying the detailed payment to the City of Charleston and The Charleston School of Law Holdings, LLC of proceeds from the sale of the Property executed by a South Carolina lawyer and notarized by a South Carolina notary; and,

WHEREAS, the City of Charleston finds that it is in the best interests of the City of Charleston for The Charleston School of Law Holdings, LLC to consummate the sale of the Property which will result in the City of Charleston receiving 25% of the net proceeds as agreed pursuant to the above-referenced documents, of which the City of Charleston has received previously \$10,000 in cash at closing, \$865,000 cash in payment of the Note, and \$166,250 cash as part of the purchase price of the Property, with the remaining proceeds due to

the City of Charleston to be paid to the City of Charleston upon closing of a sale of the Property whereupon any and all rights and claims the City of Charleston has under the 2017 Modification Agreement and the 2019 Modification Agreement will be satisfied; and,

WHEREAS, the City of Charleston, The Charleston School of Law Holdings, LLC and OmShera Hotel Group, LLC are parties to a lawsuit captioned The Charleston School of Law, LLC v. the City of Charleston and OmShera Hotel Group, LLC, case number 2021-CP-10-05645, and have all executed a settlement agreement (the “**Settlement Agreement**” to resolve the lawsuit as provided therein.

Section 2. This Ordinance amends and supplements City of Charleston Ordinance 2004-150 and the City of Charleston’s authority to amend Ordinance 2004-150 and confirms that the City of Charleston has properly approved by ordinance the Settlement Agreement and the Deed and Elimination and has authorized the Mayor to execute the Settlement Agreement and the Deed and Elimination.

Section 3. That the Mayor is hereby authorized on behalf of the City to execute and deliver (a) the Deed and Elimination and such other and further documents and instruments necessary or appropriate to modify or amend Ordinance No. 2004-150 to convey to The Charleston School of Law Holdings, LLC that certain real property described in the Deed and Elimination, (b) the Settlement Agreement, and (c) such other and further documents and instruments necessary or appropriate to consummate the sale by The Charleston School of Law Holdings, LLC of the Property pursuant to the 2017 Modification Agreement and the 2019 Modification Agreement and to collect the proceeds due to the City of Charleston as set forth on the 2017 Modification Agreement and the 2019 Modification Agreement.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
_____ in the Year of Our Lord,
2025, and in the ____th Year of the Independence
of the United States of America.

By: _____
William S. Cogswell, Jr.
Mayor, City of Charleston

ATTEST: _____
Clerk of Council

Attachment(s):
Exhibit 1 – Deed and Elimination

2009 in Book 0099 at Page 354 in the Office of the Register of Deeds for Charleston County, SC;

- c. Exhibit B of the 2005 Deed at Book J-543 Page 038 sets forth a Possibility of Reverter and Restriction (sometimes referred to as the “**Possibility of Reverter**”) which required the Property to be used for Law School Purposes, as defined therein, and restricted transfer of the Property;
- d. An Extension of Possibility of Reverter As Contained in Deed Recorded in Book J-543 at Page 031 was executed by the City of Charleston March 25, 2010 and recorded April 16, 2010 in Book 0117 at Page 547 in the Office of the Register of Deeds for Charleston County, SC, which extended the Possibility of Reverter until July 1, 2017;
- e. The Parties entered into an Agreement: 431 Meeting Street dated July 20, 2017 (the “**2017 Modification Agreement**”) pursuant to which the Parties agreed for The Charleston School of Law, LLC to have the ability to sell the Property, divide the proceeds of the sale with the City of Charleston and eliminate the Possibility of Reverter;
- f. The Charleston School of Law, LLC paid the Note in full and the Mortgage has been satisfied by the City of Charleston as evidenced by that certain Mortgage Satisfaction executed by the City of Charleston July 19, 2019;
- g. The Parties entered into a Modification of Possibility of Reverter Contained in Deed Recorded in Book J-543 at Page 031 dated July 19, 2019 and recorded August 15, 2019 in the Office of the Register of Deeds for Charleston County, SC in Book 0816 at Page 707 (the “**2019 Modification Agreement**”);
- h. The Charleston School of Law Holdings, LLC desires to close the sale of the Property for \$12,850,000 pursuant to a Purchase Agreement with OmShera Hotel Group, LLC, dated November 26, 2018, as amended (the “**Purchase Agreement**”) and disburse the proceeds to

The Charleston School of Law Holdings, LLC and the City of Charleston pursuant to the 2017 Modification Agreement and the 2019 Modification Agreement; and

- i. Pursuant to the terms of the Possibility of Reverter and Restriction as modified by the 2017 Modification Agreement and the 2019 Modification Agreement, the Parties desire to execute and deliver this Deed and Elimination to eliminate the Possibility of Reverter and Restriction from the public record so that the closing can be consummated.
2. All capitalized terms which are defined in the 2005 Deed shall have the same meanings when used herein, unless specifically provided herein to the contrary.

NOW, THEREFORE, for and in consideration of the promises set forth in this Deed and Elimination and the payment to the City of Charleston of the City of Charleston's share of the proceeds of the sale (as provided in the 2017 Modification Agreement and the 2019 Modification Agreement and as specified in this Deed and Elimination) to release, declare null and void, delete in their entirety and eliminate for all purposes forever the Possibility of Reverter and Restriction, the receipt and sufficiency of which are acknowledged and agreed by the Parties, the City of Charleston and The Charleston School of Law Holdings, LLC hereby agree as follows:

3. **Elimination of The Possibility of Reverter and Restriction.** The **Possibility of Reverter and Restriction** set forth in Exhibit B of the 2005 Deed at Book J-543 on Pages 038 and 039 as modified by the 2017 Modification Agreement and the 2019 Modification Agreement **are hereby released, declared null and void, deleted in their entirety and eliminated for all purposes forever.**
4. **City of Charleston Quit Claim Deed.** KNOW ALL MEN BY THESE PRESENTS, THAT, the **City of Charleston**, in the State aforesaid and in consideration of **Ten and 00/100 Dollars (\$10.00)**, to it in hand paid at and before the sealing of these presents by **The Charleston School of Law Holdings, LLC**, in the State aforesaid, the receipt whereof is hereby

acknowledged, (**SUBJECT ONLY TO** (1) the special restrictions and conditions (as set forth on pages 035 through 037 of Exhibit A to the Quit Claim Deed of the City of Charleston dated July 1, 2005 and recorded July 1, 2005 in the RMC Office for Charleston County in Book J543 at Page 031 hereof), and (2) payment to the City of Charleston of the City of Charleston's share of the proceeds of the sale as set forth in the 2017 Modification Agreement and the 2019 Modification Agreement, which payment and satisfaction shall be demonstrated and satisfied conclusively by filing in the Office of the Register of Deeds of Charleston County, SC an "**Affidavit of Payment**" certifying the detailed payment to the City of Charleston and The Charleston School of Law Holdings, LLC of proceeds from the sale of the Property executed by a South Carolina lawyer and notarized by a South Carolina notary) has remised, released and forever quitclaimed, and by these Presents does remise, release and forever quitclaim unto The Charleston School of Law Holdings, LLC, its Successors and Assigns forever, the Property as described in the 2005 Deed as follows:

All that tract or parcel of land situate in the City of Charleston, Charleston County, South Carolina, being bound now or formerly on the north by other land of Meeting Street Piggly Wiggly, Inc.; east by the existing western right-of-way line of Meeting Street, south by the existing northern right-of-way line of Wolfe Street and land of Charleston Ice Co.; and west by the land of the Charleston Ice Company, the land of the Southern Railway System, Carolina Division and other land of the Meeting Street Piggly Wiggly, Inc. and being more particularly described as follows:

BEGINNING at a pipe located on the intersection of the existing western right-of-way line of Meeting Street with the northern right-of-way line of Wolfe Street;

Thence, from the point of beginning with the existing northern right-of-way line of Wolfe Street S 44°58'03" W 169.44 feet to an iron pipe located on a corner of land of Charleston Ice Company;

Thence, leaving the existing northern right-of-way line of Wolfe Street with the existing property line of the land of the Charleston Ice Company N 43°47' W 116.51 feet to an iron pipe and S 48°20' W 149.29 feet to an iron pipe located on the existing property line of the land of Southern Railway System, Carolina Division;

Thence, with the land of the Southern Railway System, Carolina Division, N 35°07' W 60.45 feet to an iron pipe;

Thence, along a new line of division through the land of Meeting Street Piggly Wiggly, Inc. N 50°30' E 199.93 feet to an iron pipe, N 29°42' W 63.16 feet to an iron pipe, and N 60°06' E 147.00 feet to an iron pipe on the existing western right-of-way line of Meeting Street; and

Thence, along the existing western right-of-way line of Meeting Street S 29°35' E 194.99 feet to the point of beginning and containing 1.06 acres, more or less.

It is the intention of the description to include the same land as that identified in Government records as Acquisition Tract No. 100, and described in a Deed of Correction from Meeting Street Piggly Wiggly, Inc. to the United States of America, dated October 11, 1978, and recorded on October 11, 1978, in Deed Book F-117, page 65, of the records of the R.M.C. Office for Charleston County, South Carolina.

Being the same property conveyed to the City of Charleston by deed of the United States of America dated March 22, 2005, and recorded in the RMC Office for Charleston County in Book G-534, at page 261.

Being the same property conveyed to The Charleston School of Law, LLC herein by Quit Claim Deed of the City of Charleston dated July 1, 2005 and recorded July 1, 2005 in the RMC Office for Charleston County in Book J543, at page 031.

TMS No. 459-09-01-049

Grantee's Address: The Charleston School of Law
 Holdings, LLC
 Attn: President
 385 Meeting Street
 Charleston, South Carolina 29401

5. This instrument may be executed in any number of counterparts which together shall constitute a fully executed instrument. For purposes of executing this instrument, an instrument signed and transmitted electronically by facsimile, telecopier, e-mail or otherwise and a copy of an instrument shall be treated as an original instrument. The signature of any party thereon shall be considered an original signature, and the instrument transmitted and any such copy shall be considered to have the same binding legal effect as an original signature on an original instrument.
6. Except as specifically modified hereby, the 2005 Deed shall remain in full force and effect and is hereby ratified and confirmed by the Parties. To the extent any of the terms and provisions of the 2005 Deed are inconsistent with the terms and provisions of this Deed and Elimination, the terms and provisions of this Deed and Elimination shall govern and control.
7. This Deed and Elimination instrument has been approved by City of Charleston Ordinance No. _____ ratified on _____, 2025, which is a duly enacted municipal ordinance enacted pursuant to and in compliance with the provisions of S.C. CODE ANN. § 5-7-260.

Signature pages are attached. The balance of this page is blank.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**AFFIDAVIT FOR TAXABLE OR
EXEMPT TRANSFERS**

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

i) I have read the information on this affidavit and I understand such information.

ii) The property being transferred is located at **431 Meeting Street, Charleston, South Carolina 29403**, bearing **Charleston County Tax Map Number 459-09-01-049**, was transferred by the City of Charleston to **The Charleston School of Law Holdings, LLC** on _____, **2025**.

iii) Check one of the following: The deed is

- (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) exempt from the deed recording fee because (See Information section of affidavit): exemption number 1

(If exempt, please skip items 4-7, and go to item 8 of this affidavit).

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ___ or No ___.

iv) Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ ____.
- (b) The fee is computed on the fair market value of the realty which is \$ ____.
- (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ ____.

v) Check Yes ___ or No ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(e)(6), and lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer). If "Yes," the amount of the outstanding balance of this lien or encumbrance is \$ ____.

vi) The deed recording fee is computed as follows:

- | | | | |
|-----|---|----|------|
| (a) | Place the amount listed in Item 4 above here: | \$ | 0.00 |
| (b) | Place the amount listed in Item 5 above here: (If no amount is listed, place zero here). | \$ | 0.00 |
| (c) | Subtract Line 6(b) from Line 6(a) and place result here: | \$ | 0.00 |

vii) The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is **\$0.00**.

viii) As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as **Buyer**.

ix) I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisonment not more than one year or both.

Responsible Person Connected with the Transaction
The Charleston School of Law Holdings, LLC

By: _____ (SEAL)
Print Name: **J. Edward Bell, III**
Its: **manager**

SWORN to before me this ____ day of _____, 2025

Notary Public for the State of South Carolina

My Commission Expires: _____

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(e)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the Federal Government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged, in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred from another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 179 (a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

RECEIVED

Nov 05 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
The Honorable Roger M. Young, Sr., Circuit Court Judge

Appellate Case No. 2024-000064
Case No. 2021-CP-10-05645

THE CHARLESTON SCHOOL OF LAW, LLC, a South
Carolina limited liability company, and OMSHERA
HOTEL GROUP, LLC Respondents.

v.

CITY OF CHARLESTON, a municipal corporation, and
OMSHERA HOTEL GROUP, LLC, a North Carolina
limited liability company, Defendants,

of which CITY OF CHARLESTON, a municipal corporation, is the.....Appellant.

PROOF OF SERVICE

I, Daniel F. Blanchard, III, of Rosen Hagood, LLC, attorneys for the Respondent The Charleston School of Law, LLC, n/k/a The Charleston School of Law Holdings, LLC, hereby certify that the **Consent Motion for Dismissal of Appeal** was served on the Appellant City of Charleston and the Respondent OmShera Hotel Group, LLC on November 5, 2025, by emailing a copy of the same to their counsel of record:

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Attorneys for Defendant OmShera Hotel Group, LLC, a North Carolina limited liability company

Respectfully submitted,

ROSEN HAGOOD, LLC

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