



Meeting will not be broadcasted live, but will be posted on our YouTube channel at:

[www.youtube.com/@jcmedia6537](http://www.youtube.com/@jcmedia6537)

Pursuant to Ordinance #08-17, Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's Regular Meeting start time) on the **Public Comments Sign in Sheet** on the Podium to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes. Written Public Comments may also be submitted by 1PM on the date of the Council Meeting by emailing your comment to: [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov).

To participate in a **Public Hearing for a specific agenda item**, you may either email written public comments to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) by **1:00PM on Monday, April 1, 2024**; or you can speak in person at the Council Meeting by signing in on the **Public Hearing Sign In Sheet** located outside the Council Chambers Doors prior to the start of the meeting. **Public Hearing Comments** shall be limited to **3 minutes per person**.

Instructions may also be found at the Jasper County website [www.jaspercountysc.gov](http://www.jaspercountysc.gov)

FOR MORE INFORMATION, PLEASE CALL (843) 717-3696



JASPER COUNTY COUNCIL

## COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Bldg.

358 3<sup>rd</sup> Avenue, Ridgeland, SC 29936

Monday, April 1, 2024

**AGENDA**

**4:30PM**

### Budget Workshop:

14<sup>th</sup> Circuit Public Defender's Office – **Stephanie Smart-Gittings, Public Defender**

Jasper County Coroner's Office – **Willie Aiken, County Coroner**

**Regular Council Meeting and Executive Session will begin at the conclusion of the Budget Workshop**

1. Call to Order of Council Meeting by Chairman Sauls

***Clerk's Report of Compliance with the Freedom of Information Act.***

*\*In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification\**

2. Executive Session SECTION 30-4-70.

(a) A public body may hold a meeting closed to the public for one or more of the following reasons:

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – **Administrative Services Division**

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – **Tax Map # 063-26-14-001 and Map # 063-26-14-002; Airport Matters – Heddings Lawsuit; Beaufort County Autopsies**

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – **Prospect Update; Project Peaches; Project Icarus**

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS.

**PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM THE EXECUTIVE SESSION.**

**3: Return to Open Session at 6:30PM**

- 3.1 Action coming out of Executive Session

4. Pledge of Allegiance and Invocation:

5. Approval of the Consent Agenda Items:

6. Approval of the Regular Agenda:

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#### PRESENTATIONS AND PROCLAMATIONS

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7. **Kristin Dubrowski, Hopeful Horizons, CEO** - Proclamation Recognizing April as Sexual Assault Awareness Month.

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#### RESOLUTIONS

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8. **David Tedder** – Consideration of Resolution **#R-2024-11** Committing to Negotiate A Fee-In-Lieu Of *AD VALOREM* TAXES Agreement Between Jasper County and Project Icarus; Identifying The Project; and Other Matters Related Thereto.

9. **Andrew Fulghum** – Consideration of Resolution **#R-2024-12** to designate April 2023 as Fair Housing Month in Jasper County, South Carolina.

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#### PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

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10. **David Tedder** – Consideration of the **2<sup>nd</sup> reading** and Public Hearing of Ordinance **#O-2024-06** Authorizing the Execution and Delivery of a Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement By and Among Jasper County, South Carolina, Hardeeville Jasper Lecangs LLC, and Lecangs LLC for an Economic Development Project formerly known as “**Project Peaches**”; To Provide for Payment of a Fee-In-Lieu Of Taxes; Authorizing Certain Infrastructure Credits; and Other Related Matters. (**1<sup>st</sup> reading 03.04.2024**)

11. **David Tedder** – Consideration of the **2<sup>nd</sup> reading** and Public Hearing of Ordinance **#O-2024-07** to amend the Jasper County Code of Ordinances by repealing Chapter 2, Article IV, Division 6, *Economic Development Alliance*. (1<sup>st</sup> reading 03.04.2024)

12. **David Tedder** – Consideration of the **2<sup>nd</sup> reading** and public hearing of Ordinance **#O-2024-08** to amend the Jasper County Code of Ordinances by deleting existing Chapter 26, *Taxation*, Article I and Article II in their entirety, and adopting a new Article I and Article II in their stead. (BOA) (1<sup>st</sup> reading 03.04.2024)

13. **David Tedder** – Consideration of the **2<sup>nd</sup> reading** and public hearing of Ordinance **#O-2024-09** to amend the Jasper County Code of Ordinances by repealing Chapter 28, *Utilities*, Articles II through IV in their entirety and replacing them with a new Article II. (BJWSA) (1<sup>st</sup> reading 03.04.2024)

14. **Kim Burgess** – Consideration of the **1<sup>st</sup> Reading** of an Ordinance Authorising the Execution and Delivery of Certain Instruments Relating to the Acquisition, Construction, Renovation, Equipping, Use, and Leasing of Certain County Facilities; Approving the Issuance of St. Peters Parish/Jasper County Public Facilities Corporation Installment Purchase Revenue Bonds and Bond Anticipation Notes; Consenting to the Form of Trust Agreements Between St. Peters Parish/Jasper County Public Facilities Corporation and the Corporate Trustee; the Lease Of Certain Personal Property, Real Property and the Buildings and Other Site Improvements Located Thereon, By Jasper County, South Carolina to St. Peters Parish/Jasper County Public Facilities Corporation, including Authorising the Execution and Delivery of a Base Lease Agreement, Between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; Authorising the Execution And Delivery Of A Public Facilities Purchase and Occupancy Agreement Between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; Authorising the Execution and Delivery of a Lease Agreement Between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; and Other Matters Relating Thereto.

15. **David Tedder** – Consideration of the **1<sup>st</sup> Reading** of an Ordinance authorizing the sale of a right of way easement over approximately 0.34 acres, 14,878 sq. ft., being a portion of TMS 042-00-05-040 adjacent to the Interstate Highway I-95, to the South Carolina Department of Transportation in order to facilitate the widening, in exchange for the amount of \$20,000.00 in just compensation, and to authorize the Jasper County Administrator to execute such right of way easement and other documents as may be necessary and appropriate to effect the transfer to the South Carolina Department of Transportation, or its assigns, and matters related thereto. (I95 widening project).

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#### CITIZEN COMMENTS

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16. Open Floor to the Public per Ordinance 08-17 Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's 6:30PM start time on the Sign-In Sheet on the Podium), to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes.

Agenda 04.01.2024

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17. Administrator's Report

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CONSENT AGENDA

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18. **Andrew Fulghum** – Acceptance of an Economic Development Set-Aside Grant from the SC Department of Commerce in the amount of \$50,000.00 for Master Steel LLC and authorization for the County Administrator to sign the Grant Award Agreement and Related Documents.

19. Approval of the Minutes 02.22.2024

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END OF CONSENT AGENDA

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20. Council Members Comments:

Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II. *\*Council may act on any item appearing on the agenda including items discussed in executive session.*

21. Adjournment:

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting was posted on the County Council Building at a publicly accessible place and on the county website at least 24 hours prior to the meeting. A copy of the agenda was given to the local news media and posted at the meeting location twenty-four hours prior to the meeting.

***Special Accommodations Available Upon Request to Individuals with Disabilities***  
***(843) 717-3696***

# AGENDA ITEM

## Budget Workshop:

**14<sup>th</sup> Circuit Public Defender's Office – Stephanie Smart-Gittings, Public Defender**  
**Jasper County Coroner's Office – Willie Aiken, County Coroner**

**Office of the Public Defender**  
**Fourteenth Judicial Circuit**  
*Stephanie Smart-Gittings, Circuit Defender*

**BEAUFORT COUNTY**  
Human Services Building  
1905 Duke Street, Room 210  
Post Office Box 525  
Beaufort, SC 29902  
(843) 255-5805 (Phone)  
(843) 255-9494 (Fax)

**ALLENDALE, HAMPTON & JASPER COUNTIES**  
1 Courthouse Square  
80 Elm Street, Room 133  
Post Office Box 506  
Hampton, SC 29924  
(803) 914-2240 (Phone)

**COLLETON COUNTY**  
319 N. Lucas Street  
Walterboro, SC 29488  
(843) 549-1633 (Phone)  
(843) 549-2912 (Fax)

March 12, 2024

Andrew Fulgham  
Jasper County Administrator  
Post Office Box 1149  
Ridgeland, SC 29936

RE: FY 2024/2025

Dear Mr. Fulgham,

As you and the Jasper County Council are aware, the 6<sup>th</sup> Amendment to the United States and South Carolina Constitution requires the County and its Municipalities to provide indigent persons charged with criminal offenses with a competent attorney who can provide effective assistance of Counsel to them as they journey through the tedious criminal justice system. The Public Defender's Office has been responsible for providing this service to you for decades. You are not taxed with the responsibility of hiring attorneys and support staff and providing the equipment they need to represent their clients. You are, however responsible for adequately funding the Public Defender's Office so that competent attorneys can be hired, trained and provided the resources necessary to provide effective assistance of counsel to those persons charged with criminal offenses

It is a privilege to serve the citizens of Jasper County as your 14<sup>th</sup> Judicial Circuit Chief Public Defender. I am graced with a great team of lawyers, investigators, and administrative assistants who thrive in their positions and not only provide competent, professional and courteous service to their clients, but provide the highest quality of representation. This service however, can't be provided without adequate and timely distribution of funds.

As you are aware, the Appropriations Act, provides that no county shall be permitted to contribute less money than the amount the county contributed in the prior fiscal year. This correspondence serves as a formal request for the budgeted revenue for the Public Defender's Office be increased to the amount of \$250,000.00. Like many agencies and courts around the state, Covid-19 and the closures that followed increased the case load for the Jasper County Public Defender's Office. My current immediate need is to compensate the valuable staff members currently employed with my office, and recruit and retain attorneys. In order to recruit

and retain employees in the Jasper County Public Defender's Office, I am requesting additional funding to provide raises.

As you prepare for your budget meetings, let this serve as a formal request for an increase in our budget.

With kind regards, I am,

Sincerely,

Stephanie Smart-Gittings  
14<sup>th</sup> Circuit Public Defender

cc: Kimberly Burgess, Jasper County Finance Director, via email



**AGENDA**

**ITEM # 7**

*PROCLAMATION*

**Jasper County Proclamation  
for Sexual Assault Awareness Month 2024**

**Whereas**, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and has dire public health implications for every community member in Jasper County; and

**Whereas**, rape, sexual assault, and sexual harassment impacts our community as seen by statistics indicating that 1 in 5 women, and 1 in 71 men will experience sexual violence in their lifetime; and

**Whereas**, Hopeful Horizons, our local children's advocacy, domestic violence, and rape crisis organization, served 1,242 primary victims of sexual violence; and provided 217 survivors of domestic and sexual violence free legal services in the year 2023;

**Whereas**, Hopeful Horizons urges every person to speak out against harmful attitudes and actions that lead to violence; and

**Whereas**, all people are encouraged to report all types of violence in the community to make it safer; and

**Whereas**, prevention of sexual violence is possible. Therefore, we must work together to increase awareness by using the hashtag **#PreventSexualViolence** and involve all members of the community in these efforts; as well as help survivors connect with services.

**NOW, THEREFORE, BE IT RESOLVED**, that Jasper County Council joins advocates across the United States and the State of South Carolina to proclaim the month of April 2024 as

**Sexual Assault Awareness Month 2024**

and urges all citizens to observe this month by becoming aware of the tragedy of sexual assault, supporting those who are working towards its end, and participating in community efforts aimed at changing the culture of violence.

Dated this 1<sup>ST</sup> day of April 2024.

**County Council of Jasper County, SC**

(Seal)

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Chairman, Jasper County Council

# AGENDA

## ITEM # 8

SOUTH CAROLINA

)

A RESOLUTION #R-2024-10

JASPER COUNTY

)

**COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN JASPER COUNTY AND PROJECT ICARUS; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Jasper County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, A company currently known to the County as Project Icarus (“Sponsor”), desires to invest capital in the County in order to establish a solar energy generation facility in the County through the acquisition, lease construction, and purchase of certain land, buildings, furnishing, fixtures apparatuses and equipment in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$90,000,000 in taxable real and personal property; and

WHEREAS, as an inducement to the Sponsor locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

**Section 1.** This Resolution is an inducement resolution for this Project for purposes of the Act.

**Section 2.** County Council agrees to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

**Section 3.** County Council identifies and reflects the Project by this Resolution, therefore confirms that the Project was identified and reflected on April 1, 2024 and adopting this Resolution permits] expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

**Section 4.** This Resolution is effective after its approval by the County Council.

RESOLVED: April 1, 2024

JASPER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, Jasper County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to County Council

\_\_\_\_\_  
Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**

**AGENDA**

**ITEM # 9**

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION #R-2024-11**

**RESOLUTION OF JASPER COUNTY COUNCIL**

To designate April 2024 as Fair Housing  
Month in Jasper County, South Carolina.

**WHEREAS**, April 1, 2024 marks the 54<sup>th</sup> Anniversary of the passage of the United States Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, and

**WHEREAS**, the State of South Carolina enacted the South Carolina Fair Housing Law in 18988; and

**WHEREAS**, both of these laws support the policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

**WHEREAS**, Jasper County Council is committed, to addressing discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to self assure every citizen of their right to fair housing; and

**WHEREAS**, Jasper County Council 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; and

**WHEREAS**, Jasper County Council desires that all its citizens be afforded the opportunity to attain decent, safe and sound living environment;

**NOW THEREFORE, BE IT RESOLVED** that Jasper County Council, duly assembled, does hereby designate April 2024 as being Fair Housing Month, and Jasper County Council recognizes the policy supporting Fair Housing in encouraging all citizens to endorse Fair Housing opportunities for all, not only during Fair Housing Month, but throughout the year; and it is further

**RESOLVED** that the Clerk to Council should publish a notice of non-discrimination in a newspaper of general circulation in Jasper County, South Carolina.

This Resolution made this 1st day of April, 2024.

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**L. Martin Sauls, IV**  
**Chairman**

**ATTEST:**

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**Wanda H. Giles**  
**Clerk to County Council**

Reviewed for form and draftsmanship by the Jasper County Attorney.

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**David Tedder**





**POLICY OF NONDISCRIMINATION ON THE BASIS  
OF  
DISABILITY STATUS**

The County of Jasper does not discriminate on the basis of disability in the admission, or access to, or treatment or employment in, its federally assisted programs or activities.

Jasper County Government  
Attn: Tisha L. Williams  
358 Third Avenue  
P.O. Box 1149  
Ridgeland, South Carolina 29936  
(843)717-3690

This has been designated to coordinate compliance with the nondiscrimination requirements contained in the U.S. Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

## **FOCUS: JASPER COUNTY AND FAIR HOUSING**

### **What is Fair Housing?**

**Fair Housing is a legal right that applies to most types of housing and protects certain classes of individuals from discrimination in the sale and rental of housing, real estate brokerage and lending and other housing related services.**

**Fair Housing rights and protections are provided under the United States Housing Act of 1968, other applicable Federal laws, Executive Orders and regulations, and comparable state laws like the South Carolina Fair Housing Act.**

**Enforcement is provided by the United States Department of Housing & Urban Development and the United States Department of Just, and in South Carolina by the state Human Affairs Commission.**

**At its April 1<sup>st</sup> meeting, Jasper County Council reaffirmed its support of non-discrimination in housing by designating April as “Fair Housing Month”.**

**Pamphlets giving details on the United States Fair Housing Act of 1968 and offering methods of filing a housing complaint are available at several locations within the Jasper County Clementa C. Pinckney Government Building at 358 Third Avenue, Ridgeland.**

**AGENDA**  
**ITEM # 10**

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR JASPER COUNTY  
**ORDINANCE NO. O-2024-06**

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND AMONG JASPER COUNTY, SOUTH CAROLINA, HARDEEVILLE JASPER LECANGS LLC, AND LECANGS LLC FOR AN ECONOMIC DEVELOPMENT PROJECT FORMERLY KNOWN AS “PROJECT PEACHES”; TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Jasper County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to the FILOT Act, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Hardeeville Jasper Lecangs LLC and Lecangs LLC (collectively, “Sponsor”), desires to establish an ecommerce distribution facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$91,875,000 and the creation of 237, new full-time jobs;

WHEREAS, the real property on which the Project is located was previously placed into a multi-county park pursuant to an Agreement for Development of a Joint County Industrial and Business Park attached here as Exhibit B (“MCIP Agreement”);

WHEREAS, the MCIP Agreement remains in effect, provided that the parcel identified as the McGraw tract consisting of TMS 039-00-06-002 has been bifurcated into two parcels consisting of TMS numbers 039-00-06-251 and 039-00-03-002; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as Sponsor, the form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

**Section 1. *Statutory Findings.*** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

**Section 3. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

**Section 4. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 5. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 6. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

JASPER COUNTY, SOUTH CAROLINA

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Chair, Jasper County Council

(SEAL)  
ATTEST:

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Clerk of Council, Jasper County Council

First Reading: March 4, 2024  
Second Reading: April 1, 2024  
Public Hearing: April 1, 2024  
Third Reading: [April 15, 2024]

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Reviewed for form and draftsmanship by the Jasper County Attorney.

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**David Tedder**

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**Date**

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

**EXHIBIT B**  
**MCIP AGREEMENT**



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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT**

**BY AND AMONG**

**HARDEEVILLE JASPER LECANGS LLC,**

**LECANGS LLC,**

**AND**

**JASPER COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF [APRIL 15, 2024]**

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Hardeeville Jasper Lecangs LLC &amp; Lecangs LLC</b>	Section 1.1
<b>Project Location</b>	<b>Jasper County, South Carolina</b>	Exhibit A
<b>Tax Map Nos.</b>	040-00-02-008; 039-00-06-251; 039-00-06-002	Exhibit A
<b>FILOT</b>		
• Phase Exemption Period	The period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.	Section 1.1.
• Contract Minimum Investment Requirement	\$91,875,000	Section 1.1
• Contract Minimum Jobs Requirement	237 onsite workers	Section 1.1.
• Investment Period	5 years	Section 1.1
• Assessment Ratio	6.0%	Section 4.1(a)(ii)
• Millage Rate	0.3430	Section 4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1(a)(iii)
• Claw Back Information	N/A	
<b>Multicounty Park</b>	Agreement for Development of a Joint County Industrial and Business Park (HCP Partners, LLC) (Jasper County/Hampton County Park) entered into as of September 19, 2022	Section 1.1
<b>Infrastructure Credit</b>		
• Brief Description	40% for 30 years	Exhibit C
• Credit Term	30 years	Exhibit C
• Claw Back Information	Percentage clawback of SSRC based on actual investment and job creation, compared with Contract Minimum Investment Requirement and Contract Minimum Jobs Requirement, within 5-year investment period	Exhibit D

## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("*Fee Agreement*") is entered into, effective, as of [April 15, 2024], by and among Jasper County, South Carolina ("*County*"), a body politic and corporate and a political subdivision of the State of South Carolina ("*State*"), acting through the Jasper County Council ("*County Council*") as the governing body of the County; Hardeeville Jasper Lecangs LLC, a limited liability company organized and existing under the laws of the State of Delaware ("*Hardeeville Jasper Lecangs*"); and Lecangs LLC, a limited liability company organized and existing under the laws of the State of Delaware ("*Lecangs*" and together with Hardeeville Jasper Lecangs, "*Sponsor*" and previously identified as Project Peaches).

### WITNESSETH:

(a) Title 12, Chapter 44, ("*Act*") of the Code of Laws of South Carolina, 1976, as amended ("*Code*"), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("*FILOT*") with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits ("*Infrastructure Credit*") against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, "*Infrastructure*");

(c) The Sponsor has committed to establish a commercial enterprise ("*Facility*") in the County, consisting of taxable investment in real and personal property of not less than \$91,875,000 and the creation of 237 new, full-time jobs;

(d) By an ordinance enacted on [April 15], 2024, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

"*Act*" means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

"*Act Minimum Investment Requirement*" means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

"*Administration Expenses*" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including

reasonable attorney's and consultant's fees. Administration Expenses does not include any costs, expenses, including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“*Code*” means the Code of Laws of South Carolina, 1976, as amended.

“*Commencement Date*” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2027.

“*Contract Minimum Investment Requirement*” means a taxable investment in real and personal property at the Project of not less than \$91,875,000.

“*Contract Minimum Jobs Requirement*” means not less than 237 full-time, jobs created by the Sponsor in the County in connection with the Project paying wages, equal to or more than that of Jasper County's average hourly wage and offering a competitive benefits package that includes a comprehensive health plan. Effective January 1, 2024, Jasper County's average hourly wage rate will be \$20.57 per hour. Such minimum wage requirement will be adjusted every five years to equal Jasper County's average hourly wage as of the date of the adjustment as determined by the most current available data. Positions filled by onsite workers employed by a staffing agency or professional employment organization will be treated as jobs created by the Sponsor for purposes of the Contract Minimum Jobs Requirement.

“*County*” means Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“*County Council*” means the Jasper County Council, the governing body of the County.

“*Credit Term*” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“*Department*” means the South Carolina Department of Revenue.

“*Diminution in Value*” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“*Economic Development Property*” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“*Equipment*” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

**“Event of Default”** means any event of default specified in Section 7.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

**“Fee Term”** means the period from the effective date of this Fee Agreement until the Final Termination Date.

**“FILOT Payments”** means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

**“Final Phase”** means the Economic Development Property placed in service during the last year of the Investment Period.

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2056, the Final Termination Date is expected to be January 15, 2058 which is the due date of the last FILOT Payment with respect to the Final Phase.

**“Improvements”** means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**“Infrastructure”** means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

**“Infrastructure Credit”** means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2032.

**“MCIP Act”** means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

**“Multicounty Park”** means the multicounty industrial or business park governed by the Agreement for Development of a Joint County Industrial and Business Park (HCP Partners, LLC) (Jasper County/Hampton County Park), dated as of September 19, 2022, between the County and Hampton County, South Carolina.

**“Net FILOT Payment”** means the FILOT Payment net of the Infrastructure Credit.

**“Phase”** means the Economic Development Property placed in service during a particular year of the Investment Period.

**“Phase Exemption Period”** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

**“Phase Termination Date”** means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

**“Project”** means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

**“Real Property”** means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

**“Removed Components”** means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

**“Replacement Property”** means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

**“Sponsor”** means Hardeeville Jasper Lecangs LLC; Lecangs LLC; and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

**“Sponsor Affiliate”** means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

**“State”** means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.1. Representations and Warranties of the County.** The County represents and warrants as follows:



(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on March 4, 2024 by adopting an Inducement Resolution, as defined in the Act.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as an ecommerce distribution facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee

Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2027. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2. *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

#### **Section 3.3. *Filings and Reports.***

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

### **ARTICLE IV FILOT PAYMENTS**

#### **Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by

- (iii) A fixed millage rate equal to 0.343, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

**Section 4.2. *FILOT Payments on Replacement Property.*** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. *Removal of Components of the Project.*** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. *Damage or Destruction of Economic Development Property.***

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

#### **Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V  
ADDITIONAL INCENTIVES**

**Section 5.1. Infrastructure Credits.** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit C. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("*Credit Term*"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit C. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI  
CLAW BACK**

**Section 6.1. Claw Back.** If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit D, then the Sponsor is subject to the claw backs as described in Exhibit D. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit D is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit D survives termination of this Fee Agreement.

**ARTICLE VII  
DEFAULT**

**Section 7.1. Events of Default.** The following are "Events of Default" under this Fee Agreement:

- (a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;
- (b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;
- (c) A Cessation of Operations. For purposes of this Fee Agreement, a "*Cessation of Operations*" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;
- (d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;
- (e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 7.2. Remedies on Default.**

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("**Confidential**

*Information*") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "*Confidential Information*." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "*Indemnified Party*") harmless against and from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. Limitation of Liability.** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. Assignment.** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. Administration Expenses.** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$7,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## ARTICLE IX SPONSOR AFFILIATES

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the



County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

## **ARTICLE X MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

Hardeeville Jasper Lecangs LLC

Attn: [REDACTED]  
[REDACTED]  
[REDACTED] #####

Lecangs LLC

Attn: [REDACTED]  
[REDACTED]  
[REDACTED] #####

**WITH A COPY TO (does not constitute notice):**

Burr & Forman LLP  
Attn: John F. Wall IV  
1221 Main Street, Suite 1800  
Columbia, South Carolina 29201

**IF TO THE COUNTY:**

Jasper County, South Carolina  
Attn: Jasper County Administrator  
P.O. Box 1149  
358 Third Avenue  
Ridgeland, South Carolina 29936

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP

Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Jasper County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Jasper County, South Carolina

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

**HARDEEVILLE JASPER LECANGS LLC**

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

**LECANGS LLC**

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

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

**EXHIBIT A  
PROPERTY DESCRIPTION**

**ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, WITH IMPROVEMENTS THEREON, LOCATED IN JASPER COUNTY, SOUTH CAROLINA, CONTAINING 31.416 ACRES, MORE OR LESS, AS MORE PARTICULARLY SHOWN AND DESCRIBED ON A PLAT ENTITLED "A BOUNDARY SURVEY OF TAX PARCEL NO. R040-00-02-008 NEAR HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA" DATED MARCH 22, 2022, PREPARED BY ATLAS SURVEYING, INC., CERTIFIED BY JEREMY W. REEDER, P.L.S. (S.C. #28139), AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA IN PLAT BOOK 38 AT PAGE 390 ON JULY 6, 2022. FOR A MORE DETAILED DESCRIPTION AS TO METES AND BOUNDS, REFERENCE MAY BE HAD TO THE ABOVE-MENTIONED PLAT OF RECORD.**

**TAX MAP NUMBER: 040-00-02-008**

**ALL THAT CERTAIN PARCEL, PIECE OR TRACT OF LAND, SITUATE, LYING, AND BEING IN JASPER COUNTY, SOUTH CAROLINA, BEING MORE PARTICULARLY SHOWN AND DESIGNATED AS "LOT 1" CONTAINING 12.018 ACRES, MORE OR LESS, ON THAT CERTAIN PLAT ENTITLED "A SUBDIVISION PLAT OF #9606 SPEEDWAY BOULEVARD, TAX MAP PARCEL NO. 039-00-06-002, THE CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA" DATED JANUARY 18, 2023, PREPARED BY ATLAS SURVEYING, INC., CERTIFIED BY JEREMY W. REEDER, PLS, (S.C. NO. 28139) AND RECORDED ON FEBRUARY 8, 2023 IN PLAT BOOK 38 AT PAGE 547 IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA. REFERENCE IS HEREBY MADE TO SAID PLAT FOR A METES AND BOUNDS DESCRIPTION THEREOF.**

**TAX MAP NUMBER: 039-00-06-251**

**ALL THAT CERTAIN PARCEL, PIECE OR TRACT OF LAND, SITUATE, LYING, AND BEING IN JASPER COUNTY, SOUTH CAROLINA, BEING MORE PARTICULARLY SHOWN AND DESIGNATED AS "RESIDUAL ACREAGE" CONTAINING 22.152 ACRES, MORE OR LESS, ON THAT CERTAIN PLAT ENTITLED "A SUBDIVISION PLAT OF #9606 SPEEDWAY BOULEVARD, TAX MAP PARCEL NO. 039-00-06-002, THE CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA" DATED JANUARY 18, 2023, PREPARED BY ATLAS SURVEYING, INC., CERTIFIED BY JEREMY W. REEDER, PLS, (S.C. NO. 28139) AND RECORDED ON FEBRUARY 8, 2023 IN PLAT BOOK 38 AT PAGE 547 IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA. REFERENCE IS HEREBY MADE TO SAID PLAT FOR A METES AND BOUNDS DESCRIPTION THEREOF.**

**TAX MAP NUMBER: 039-00-06-002**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective April 15, 2024 (“Fee Agreement”), by and among Jasper County, South Carolina (“County”); Hardeeville Jasper Lecangs LLC (“Hardeeville Jasper Lecangs”); and Lecangs LLC (“Lecangs” and with Hardeeville Jasper Lecangs, “Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity

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

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

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**JASPER COUNTY, SOUTH CAROLINA**

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

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



**EXHIBIT C (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

**40% FOR 30 YEARS**

**EXHIBIT D (see Section 6.1)  
DESCRIPTION OF CLAW BACK**

**Repayment Amount = Total Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Overall Achievement Percentage**

**Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2**

**Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]**

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created (including onsite workers employed by a staffing agency or professional employment organization) provided all meet the wage and benefits requirements set forth in the Fee Agreement / Contract Minimum Jobs Requirement [may not exceed 100%]**

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

*For example, and by way of example only, if the County granted \$19,659,251 in Infrastructure Credits, and \$80,000,000 had been invested at the Project and 200 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Jobs Achievement Percentage = 200/237 = 84.39%*

*Investment Achievement Percentage = \$80,000,000/\$91,875,000 = 87.07%*

*Overall Achievement Percentage = (84.39% + 87.07%)/2 = 85.73%*

*Claw Back Percentage = 100% - 85.73% = 14.27%*

*Repayment Amount = \$19,659,251 x 14.27% = \$2,805,375.12*

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit D within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit D survives termination of this Fee Agreement.

ORDINANCE NO. 2022-009

**AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH JASPER COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY AND ESTABLISHED PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH JASPER COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO (HCP PARTNERS, LLC).**

**BE IT ORDAINED BY THE COUNTY COUNCIL OF HAMPTON COUNTY, SOUTH CAROLINA:**

**Section I:** Hampton County is hereby authorized jointly to develop an industrial and business park with Jasper County (the "Park"). The Park shall be located initially on lands located in Jasper County only as authorized by Section 4-1-170 of the South Carolina Code of Laws 1976, as amended.

**Section II:** Hampton County will enter into a written agreement to develop the Park jointly with Jasper County in the form attached hereto as Schedule I and incorporated herein by reference (the "Park Agreement"). The County Administrator is hereby authorized to execute the Park Agreement on behalf of Hampton County, with such changes thereto as the County Administrator shall deem, upon advice of counsel, necessary and which do not materially change the import of the matters contained in the form of agreement set forth in Schedule I.

**Section III:** This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Hampton County Council pertaining to the Park.

**Section IV:** Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof, which is not itself void or invalid.

**Section V:** This Ordinance shall be effective after third and final reading thereof.

**Enacted in meeting duly assembled this 19th day of September, 2022.**

**HAMPTON COUNTY, SOUTH CAROLINA**

**(SEAL)**

By:   
Charles H. Phillips, Chairman  
Hampton County Administrator

Attest:

By:   
Aline Newton  
Clerk to Hampton County Council

First Reading: July 18, 2022  
Second Reading: September 6, 2022  
Third Reading: September 19, 2022  
Public Hearing: September 19, 2022

**STATE OF SOUTH CAROLINA**            )  
                                                          )  
**COUNTY OF HAMPTON**                    )

I, the undersigned Clerk to County Council of Hampton County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of July 18, 2022, September 6, 2022 and September 19, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

  
Aline Newton  
Clerk, Hampton County Council

Dated: September 19, 2022

**Schedule I**

**AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER ) AGREEMENT FOR DEVELOPMENT OF A  
 ) JOINT COUNTY INDUSTRIAL AND  
COUNTY OF HAMPTON ) BUSINESS PARK (HCP PARTNERS, LLC)  
 ) (JASPER COUNTY/HAMPTON COUNTY  
 ) PARK)

**THIS AGREEMENT** for the development of a joint county industrial and business park to be located within Jasper County and Hampton County is made and entered into as of September 19, 2022, by and between Jasper County, South Carolina ("Jasper County") and Hampton County, South Carolina ("Hampton County").

#### RECITALS

**WHEREAS**, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. O-2022-21 enacted by Jasper County Council on August 15, 2022, and Ordinance No. 2022-009, enacted by Hampton County Council on September 19, 2022, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be developed in Jasper County and Hampton County a joint county industrial and business park (the Jasper County/Hampton County Park (HCP Partners, LLC), referred to herein as the "Park"), to be located upon property more particularly described in Exhibit A (Jasper Property) and Exhibit B (Hampton Property) hereto; and

**WHEREAS**, as a consequence of the development of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

**NOW, THEREFORE**, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Hampton County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and

for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

**3. Location of the Park.**

(A) As of the original execution and delivery of this Agreement, the Park initially consists of property that is located in Jasper County and which is now or is anticipated to be owned and/or operated by HCP Partners, LLC, McGraw Properties, LLC, and/or Terry R. Lee (collectively, the "Company"), as more particularly described in Exhibit A (Jasper Property) hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by unilateral ordinance of the county council of the County in which the property to be added to the Park is located. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Jasper Property) or a revised Exhibit B (Hampton Property) which shall contain a legal description of the boundaries of the Park within Jasper County or Hampton County, as the case may be, as enlarged or diminished, together with a copy of the ordinance of the county council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by the respective county council of an ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by such county council. Notice of such public hearing shall be published in a newspaper of general circulation in the respective county at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

**4. Fee in Lieu of Taxes.** Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

**5. Allocation of Expenses.** Jasper County and Hampton County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the



administration, development, operation, maintenance and promotion of the Park, in the following proportions:

If the property is located in the Jasper County portion of the Park:

A. Jasper County	100%
B. Hampton County	0%

If the property is located in the Hampton County portion of the Park:

A. Jasper County	0%
B. Hampton County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

**6. Allocation of Revenues.**

Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed in accordance with the attached Exhibit C.

**7. Fees in Lieu of *Ad Valorem* Taxes Pursuant to Title 4 or Title 12 of the Code.**

It is hereby agreed that the entry by Jasper County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes ("Negotiated Fee in Lieu of Tax Agreements"), with respect to property located within the Jasper County portion of the Park and the terms of such agreements shall be at the sole discretion of Jasper County. It is further agreed that entry by Hampton County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Hampton County portion of the Park and the terms of such agreements shall be at the sole discretion of Hampton County.

**8. Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Jasper County and Hampton County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

**9. Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Jasper County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Jasper County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Hampton County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Hampton County

portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

**10. Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Jasper County is vested with the Sheriff's Office of Jasper County, for matters within their jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Hampton County is vested with the Sheriff's Office of Hampton County, for matters within their jurisdiction. If any of the Park properties located in either Jasper County or Hampton County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

**11. Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

**12. South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

**13. Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

**14. Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

**15. Term; Termination.** This Agreement shall extend for a term of twenty (20) years from the effective date of this Agreement, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Jasper County or Hampton County has outstanding contractual covenants, commitments or agreements to any owner or lessee of Park property, including, but not limited to the Company, to provide, or to facilitate the provision of incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless Jasper County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[End of Agreement – Execution Page to Follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
**Barbara Clark, Chairperson, County Council  
Jasper County, South Carolina**

**[SEAL]**

**Attest:**

By: \_\_\_\_\_  
**Wanda Simmons, Clerk to County Council  
Jasper County, South Carolina**

*{signature page 1 to Agreement for Development of a Joint County Industrial and Business Park (HCP Partners, LLC) (Jasper County/Hampton County Park)}*

HAMPTON COUNTY, SOUTH CAROLINA

By:



Charles H. Phillips, Chairman of County Council  
Hampton County, South Carolina



(SEAL)

Attest:

By:



Aline Newton, Clerk to County Council  
Hampton County, South Carolina

*[signature page 2 to Agreement for Development of a Joint County Industrial and Business Park (Project HCP Partners, LLC) (Jasper County/Hampton County Park)]*

**Exhibit A (Jasper Property)**

**Jasper County Property**

**McGraw Tract**

ALL that certain piece, parcel or lot of land situate, with improvements thereon, located in Jasper County, South Carolina, containing 34.170 Acres, more or less, as more particularly shown and described on a plat entitled "A Boundary Survey of #9606, Speedway Boulevard" dated January 18, 2021, prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, P.L.S. (S.C. #28139), and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book 38 at Page 391 on July 6, 2022. For a more detailed description as to metes and bounds, reference may be had to the above-mentioned Plat of record.

Jasper County TMP: 039-00-06-002

**Lee Tract**

ALL that certain piece, parcel or lot of land situate, with improvements thereon, located in Jasper County, South Carolina, containing 31.416 Acres, more or less, as more particularly shown and described on a plat entitled "A Boundary Survey of Tax Parcel No. R040-00-02-008 Near Hardeeville, Jasper County, South Carolina" dated March 22, 2022, prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, P.L.S. (S.C. #28139), and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book 38 at Page 390 on July 6, 2022. For a more detailed description as to metes and bounds, reference may be had to the above-mentioned Plat of record.

Jasper County TMP: 040-00-02-008

**Exhibit B (Hampton Property)**

**Hampton County Property**

**The remainder of this page intentionally left blank**

### **Exhibit C Revenue Distribution**

For fee in lieu of tax revenues Jasper County ("County") receives as the host county in a joint county industrial and business park there shall first be deducted any special source revenue credits.

After making the deduction of special source revenue credits, the County shall distribute 1% to any companion County.

The amount of revenues the County receives after making the deduction of special source revenue credits and the distribution of 1% to any companion county ("Retained Revenues") shall be distributed as follows:

- FIRST:** 10% of the Retained Revenues shall be distributed to the County's Commercial Development Fund;
- SECOND:** For reimbursement of the County for any expenditures made to attract to and locate any particular property in the joint county industrial and business park;
- THIRD:** To the Taxing Entities, where "Taxing Entities" are those entities within the County which, as of the date of the agreement establishing the joint county industrial and business park, have taxing jurisdiction over the property to be located in such joint county industrial and business park, and no others, in the same ratio as each Taxing Entity's millage bears to the aggregate millage of all Taxing Entities in any given year.

**For Example:**

Assuming a special source revenue credit of 15%, fee in lieu of tax revenues of \$1000 and expenditures by the County of \$100, the revenues shall be distributed as follows:

First, \$150 is deducted leaving \$850.

Next, 1% of the \$850 is distributed to the companion county. 1% of \$850 is \$8.50 leaving \$841.50 in Retained Revenues.

Next, 10% of the Retained Revenues is distributed to the County's Commercial Development Fund. 10% of \$841.50 is \$84.15 leaving \$757.35

Next, \$100 is distributed to the County to reimburse the County for expenditures leaving \$657.35.

Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.

**AGENDA**

**ITEM # 11**



**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER  
ORDINANCE # 0-2024-07\_\_\_\_\_**

**AN ORDINANCE OF JASPER COUNTY COUNCIL**

**To amend the Jasper County Code of Ordinances by repealing Chapter 2, Article IV, Division 6, *Economic Development Alliance***

**WHEREAS**, The Jasper County Council periodically reviews County Ordinances for continued relevance and potential adjustment; and

**WHEREAS**, The Jasper County Council recognizes Ordinances may from time to time become out dated, no longer valid, or may need enhancement or revision; and

**WHEREAS**, pursuant to the powers and authorities granted to counties under Home Rule Act of 1975, and specifically Title 4, Chapter 9 of the Code of Laws of South Carolina, counties may establish or abolish agencies, departments, boards, commissions and positions in the county in accordance with § 4-9-30 of the Code of Laws of South Carolina; and

**WHEREAS**, the Economic Development Alliance created by Ordinance No. 07-46 adopted December 3, 2007 is longer needed, and has in fact been inoperative for many years as a result of Jasper County Council joining the Southern Carolina Economic Development Alliance in 2012 and the other members likewise withdrawing from participation;

**NOW THEREFORE, BE IT ORDAINED**, by the Japer County Council duly assembled and by the authority of the same.

1. The Economic Development Alliance created by Ordinance No. 07-46 adopted December 3, 2007, such ordinance being codified at Sections 2-201 through 2-209 of the Jasper County Code of Ordinances, with

the specific section creating the alliance as a standing board found at Section 2-201, *Establishment*, is hereby recognized as having been inactive since 2012, and is hereby officially abolished. All rights and powers are terminated.

2. Division 6 of Chapter 2, Article 4, *Economic Development Alliance*, is hereby deleted in its entirety, with such Division 6 to be shown in the Jasper County Code of Ordinances as "**Reserved**," with Code Sections 2-201 through 2-209 also to be shown as "**Reserved**," or otherwise reserved in accordance with the codification authority's customary practices.
3. Provisions of ordinances previously adopted by County Council, which are not consistent with the restrictions and requirements of this Ordinance O-2024-\_\_\_\_ are deemed superseded.
4. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances must, for any reason be held to be invalid or unconstitutional. The invalid section, clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance: and is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.
5. This ordinance shall take effect upon approval by Council.

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L. Martin Sauls. IV, Chairman

Attest:

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Wanda H. Giles, Clerk to Council

Ordinance O-2024- 07



**AGENDA**  
**ITEM # 12**

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE # O-2024-08**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To Amend the Jasper County Code of Ordinances, Chapter 26, *Taxation*, by providing for the deletion of existing Article I, *In General*, and Article II, *Board of Assessors*, codified as Sections 26-136 through Section 26-44, and the Adoption of a new substitute Article I, *In General*, a substitute Article II, *Board of Assessment Appeals*, and Matters Related Thereto

**WHEREAS**, The Jasper County Council should periodically review County Ordinances for relevance and adjustment; and

**WHEREAS**, after adoption by County Council of the current Chapter 26, Article I and Article II in 1980, certain changes were made by state statute which among other things, changed the process for appointment/employment of the county tax assessor, changed the name of the Board of Assessors to the Board of Assessment Appeals and provided for specific procedures to be followed in tax protests and appeals; and

**WHEREAS**, The Jasper County Council realizes a need to adjust the ordinance to reflect the employment of the assessor, the name change, the desirability to update the membership, composition and appointment process of the Board, and more particularly state revisions the County and the County Assessor's Office have been following since the enactment of the South Carolina Revenue Procedures Act, 1995 Act No. 60, §4A (as thereafter amended) subsequent to adoption of the 1980 Ordinance, and particularly Article 9, *Property Tax Protest, Appeal, and Refund Procedures*, codified at §12-60-1710 and following; and

**WHEREAS**, The authority to establish and constitute this Board derives from The Code of Laws of South Carolina §4-9-25 , § 49—30, and §4-9-170, and the Home Rule Act, Act No. 283 of 1975;

**NOW THEREFORE, BE IT ORDAINED**, by the Jasper County Council duly assembled and by the authority of the same:

**SECTION 1.** Chapter 26, Article I and Article II, being Code Sections 26-1 through 26-44 are hereby repealed in their entirety and replaced by the following:

## **ARTICLE I. IN GENERAL**

### **Sec. 26-1 Tax Assessor**

(a) There shall be a tax assessor for the county whose duties shall be those set forth by state law and who shall be hired and appointed by the administrator of the county. The administrator, subject to budgetary limitations, shall hire such personnel as needed to staff the assessor's office and the board of assessment appeals.

(b) Funds sufficient to carry out the purpose of this section shall be provided by county council in its annual budget pursuant to law.

(c) This section shall be subject to the general law of the state not in conflict herewith but shall repeal all ordinances or special legislation in conflict herewith.

### **Sec 26-2 Adoption of Alternative Procedure for Collection of Property Taxes**

The County adopts the alternate procedure for the collection of property taxes as provided in S.C. Code 1976, Title 12, Chapter 51.

### **Sec. 26-3 Penalties and Fees for Delinquent Taxes**

Penalties and fees for delinquent taxes shall be amounts as authorized by state law, including Title 12, Chapter 45, and Title 12, Chapter 51.

### **Sec. 26-4 Assessment of Aircraft**

Pursuant to Ordinance 2007-49, adopted December 17, 2007 as authorized by § 12-43-360 of the Code of Laws of South Carolina, 1976 (as amended), the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in the county is reduced to a ratio of 4% of the fair market value of such general aviation aircraft. The reduced assessment ratio established in this section shall apply uniformly to all general aviation aircraft subject to property tax in the county.

**Sec. 26-5 Reduction in value of a boat and its motor for the purpose of property taxation.**

Pursuant to S.C. Code Section 12-37-220(38)(b), forty-two and 75/100 percent of the fair market value of a watercraft and motor, not otherwise exempt from taxation, shall be exempt from taxation. This provision, relating to the watercraft's motor, applies whether the motor is located in, attached to, or detached from the watercraft. Provided, however: this ordinance does not apply to boats or watercraft which are used as a primary or secondary residence receiving a 4% or 6% tax rate.

**Secs. 26-6 - 26-35. Reserved.**

**ARTICLE II. BOARD OF ASSESSMENT APPEALS**

**Sec. 26-36 Establishment; Composition; Term; Vacancies**

a. The Jasper County Board of Assessors shall, upon the effective date of this Ordinance, hereafter be known as Jasper County Board of Assessment Appeals.

b. The Board shall be composed of five members appointed by Jasper County Council. Every effort should be made to fill these positions as to geographical residency and professional background (by way of example, attorneys, licensed real estate agents, certified real estate appraisers, bankers).

c. Terms of the office will be four years. Existing members of the Jasper County Board of Assessors, as re-named the Jasper County Board of Assessment Appeals, shall continue to be members of the Board of Assessment Appeals until the end of the term for which each was last appointed, whereupon they shall be eligible for re-appointment in the same manner as provided for other boards and commissions pursuant to the provisions of Chapter 2, *Administration*, Article IV, *Boards and Commissions*.

d. Any vacancy on the Board shall be filled in the manner of the original appointment for the unexpired term. The Board shall also be subject, except as specifically set forth herein, to the provisions of Section 2-78 through 2-80 of the Jasper County Code of Ordinances.

e. Jasper County Council may, by Resolution, add additional members to the Board when, in its discretion or at the request of the Assessor, the number of appeals warrant such an increase. Members of the Board who are added under this provision shall serve for a period of one year, unless otherwise designated by Council, and must be qualified and trained in the same manner as the other members of the Board appointed to regular terms. During such times as there are additional members added to the Board, a quorum for a appeals conference shall still be three members, as provided in Section 26-38(4) below

### **Sec 26-37 Guiding Principles**

Decisions of the Board are to be guided by applicable law in conformity with state law. The Board decisions are appealable directly to the Administrative Law Court. For this reason, the members of the Board will be sworn to follow the law.

### **Sec 26-38 Meetings; Duties**

1. The Board of Assessment Appeals shall meet as often as may be required to conduct its business and discharge its duties. The Board of Assessment Appeals must hold conferences to act on appeals from the assessments of the County Assessor, appeals from claims for refunds pursuant to § 12-60-2560 of the Code of Laws of South Carolina, 1976 (as amended), remands made by the South Carolina Administrative Law Court to the Board pursuant to §12-60-2540, and any other matter committed to their purview by state law.
2. When the parties are represented by counsel, the Board may, in its discretion, ask counsel to submit memoranda of law and/or a proposed decision to the Board and opposing counsel before and/or after the conference, if the Board believes such material will help it adjudicate the issues before it.
3. Pursuant to South Carolina law, there is a presumption that the assessor's valuation is correct. In challenging a valuation, the taxpayer bears the burden of proving the Assessor's valuation is incorrect.
4. Conferences must be held in accordance with the procedures set forth in the South Carolina Code of Laws. Three members of the Board shall constitute a quorum, unless the parties agree on a lesser number.



When only three (or less) members of the Board are present to conduct a hearing, the decision of the Board must be unanimous.

5. The Board may meet in closed session to consider evidence presented at the conference, as permitted by state law, but it may not decide the matter in closed session. The decision of the Board, and of each Board member, must be announced as set forth below:

a. The Board must issue a decision based upon the evidence before it. The decision must be made by a majority of the Board members present at the conference unless there is a quorum of only three or less; see Subsection 4 immediately above. In case of a tie, the Assessor's determination is upheld. At the conclusion of the conference, the decision may be announced orally, or it may be reserved for consideration.

b. In either event the Board must vote in public, and it must mail a written decision to the parties within 15 days after the date of the conference or as soon thereafter as practical. The written decision of the Board must explain the basis for the decision. It must also identify the Board members who voted in favor of the decision and those, if any, who voted against it. The written decision must state that if the decision is not appealed it must be certified to the County Auditor for entry upon the property tax assessment rolls or tax duplicate and inform the parties of their right to request a contested case hearing before the Administrative Law Court.

c. The Board may change assessments of the County Assessor for only the current year appealed from unless otherwise authorized by law and agreed to by the County Assessor.

d. Each change must be certified by the Board to the County Assessor and shall be adopted by him/her for the purpose of taxation for the year appealed from.

e. The Board of Assessment Appeals must not make a final determination of any assessment until the County Assessor has been given an opportunity to present his/her justification for the assessment.

### **26-39 Officers and Compensation**

The Board of Assessment Appeals shall meet and elect a chairperson, a vice-chairperson. Each of these officers shall serve for a term of one calendar year, from July 1<sup>st</sup> through June 30<sup>th</sup>. Officers may succeed themselves for additional terms and shall serve until their

successor is elected. Compensation will be determined by resolution of County Council.

**26-40 Minutes.**

Minutes must be taken of all conferences of the Board by the Board's administrative assistant provided in accordance with Section 2-79 of the Jasper County Code of Ordinances. The minutes shall be a matter of public record. A copy of the minutes must be sent to the County Auditor and County Assessor. In lieu of certified minutes, an audio or video recording of the meeting may be substituted so long as a copy of the recording is made available to the Auditor, the Assessor, and the general public.

**26-40 Availability of Auditor's and Assessor's records; attendance of Auditor or Assessor at meetings.**

The records of the County Auditor's office and the County Assessor's office shall be available to the Board and the Board may request the presence of the County Auditor and/or the County Assessor at any of their meetings.

**Sec. 26-41 -- 26-44 Reserved.**

**SECTION 2.** Provisions of ordinances previously adopted by County Council, which are not consistent with the restrictions and requirements of this Ordinance 2023-\_\_\_\_\_ are deemed superseded.

**SECTION 3.** If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances must, for any reason be held to be invalid or unconstitutional. The invalid section, clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance: and is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.

**SECTION 4.** This ordinance must take effect upon approval by Council.

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L. Martin Sauls. IV, Chairman

Attest:

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Wanda H. Giles, Clerk to Council

Ordinance 0-2024-08

First Reading: 03.04.2024

Public Hearing: 04.01.2024

Second Reading: 04.01.2024

Third Reading:

Adopted:

Reviewed for form and draftsmanship by Jasper County Attorney,

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David L. Tedder

Date