

AGENDA

ITEM # 14

ORDINANCE # O-2024-12

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.

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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.

WHEREAS, St. Peters Parish/Jasper County Public Facilities Corporation (the “Corporation”) is a non-profit corporation formed under the provisions of Title 33, Chapter 31 of the Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the Corporation intends to finance a fleet of replacement pumper trucks for the Jasper County Fire-Rescue department (the “New Equipment”), and intends to develop and finance certain library facilities related to the Pratt Memorial Library (the “New Facilities”) located within, and to be used by, Jasper County, South Carolina (the “County”) on real property currently owned by the County (the “New Facilities Real Property”); the undertaking to finance the New Equipment and to develop and finance the New Facilities is referred to herein to be known as the “Capital Projects;” and

WHEREAS, the Corporation has agreed to enter into a Base Lease Agreement (the “Base Lease”), pursuant to which the County will lease the New Facilities Real Property, including the improvements located thereon, or portions thereof; to the Corporation so that the Corporation may provide for the acquisition, construction, renovation, and equipping thereon of the New Facilities; and

WHEREAS, in order to provide funds for the payment of the costs of the Capital Projects, the Corporation is arranging for the issuance of an aggregate of not exceeding \$[16,400,000] Installment Purchase Revenue Bonds (the “Obligations”), in one or more series under and by the terms of one or more Trust Agreements (collectively, the “Trust Agreement”), by and between the Corporation and a trustee to be designated as provided herein (the “Trustee”); and

WHEREAS, the County intends to make certain acquisition or lease-purchase payments (the “Acquisition Payments”) for the acquisition or lease-purchase of the Capital Projects and, pending acquisition thereof, shall be entitled to the use and occupancy of the New Facilities Real Property and the Capital Projects pursuant to the terms of the Public Facilities and Occupancy Agreement (the “Facilities Agreement”), between the Corporation and the County and the Facilities Lease Agreement (the “Lease Agreement”) between the Corporation and the County; and

WHEREAS, the rights to receive Acquisition Payments are being assigned to the Trustee under the Trust Agreement as security and the source of payment of the Obligations; and

WHEREAS, the Corporation will grant to the Trustee a leasehold mortgage interest in its rights under the Base Lease Agreement as security for the Obligations pursuant to the Leasehold Mortgage and Security Agreement (the “Leasehold Mortgage”); and

WHEREAS, the members of the Board of Directors of the Corporation propose to adopt a resolution approving the Base Lease, the Facilities Agreement, the Lease Agreement, the Trust Agreement, the Leasehold Mortgage, and the issuance and sale of the Obligations;

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Approval of Leasing of New Facilities Real Property and Capital Projects by County; Approval and Execution of Base Lease Agreement. The conveyance of a leasehold interest in the New Facilities Real Property and the Capital Projects, or any portions thereof, by the County to the Corporation pursuant to the terms of the Base Lease Agreement is hereby approved, and the form of the Base Lease Agreement as submitted herewith is hereby approved. The Chairman of the County Council (the “Chairman”) is hereby authorised and directed to execute and deliver the Base Lease Agreement, in substantially the form submitted herewith, with any changes, insertions, and omissions as may be approved by the Chairman, with the advice of counsel, his execution being conclusive evidence of his approval.

Section 2. Approval of Purchase and Use of the New Facilities Real Property and Capital Projects by County; Approval and Execution of the Facilities Agreement. The purchase and use of the New Facilities Real Property and the Capital Projects, or any portions thereof, by the County from the Corporation pursuant to the terms set forth in the Facilities Agreement is hereby approved, and the form of the Facilities Agreement as submitted herewith is hereby approved. The Chairman is hereby authorised and directed to execute and deliver the Facilities Agreement, in substantially the form submitted herewith, with any changes, insertions, and omissions as may be approved by the Chairman, with the advice of counsel, his execution being conclusive evidence of his approval.

Section 3. Approval of Lease Purchase of the Capital Projects by County; Approval and Execution of the Lease Agreement. The lease purchase of the Capital Projects, or any portions thereof, by the County from the Corporation pursuant to the terms set forth in the Lease Agreement is hereby approved, and the form of the Lease Agreement as submitted herewith is hereby approved. The Chairman is hereby authorised and directed to execute and deliver the Lease

Agreement, in substantially the form submitted herewith, with any changes, insertions, and omissions as may be approved by the Chairman, with the advice of counsel, his execution being conclusive evidence of his approval.

Section 4. Agreement to Accept Title to Capital Projects.

The County Council hereby agree to accept title to the Capital Projects and any other property financed by the Obligations or the BANs (as hereinafter defined), including any additions to the Capital Projects or that other property, when the Obligations are discharged.

Section 5. Consent to Creation of Corporation. The County Council hereby confirm and ratify the creation of the Corporation and consent to and approve the undertaking by the Corporation respecting the Capital Projects.

Section 6. Consent to Trust Agreement. The County Council hereby consent to the Trust Agreement now before this meeting, with any changes as may be thereafter made as shall be in furtherance of the transactions contemplated therein and in this Ordinance and as shall not be inconsistent with or contrary to the matters contemplated herein. The County Council hereby further consent to the execution and delivery of the Trust Agreement by the parties thereto. The County Council covenant to observe and comply with all provisions pertaining to the County in the Trust Agreement, including without limitation provisions concerning the use of proceeds of the Obligations.

Section 7. Consent to Leasehold Mortgage. The County Council hereby consent to the Leasehold Mortgage now before this meeting, with any changes as may be thereafter made as shall be in furtherance of the transactions contemplated therein and in this Ordinance and as shall not be inconsistent with or contrary to the matters contemplated herein. The County Council hereby further consent to the execution and delivery of the Leasehold Mortgage by the parties thereto.

Section 8. Consent to and Approval of Obligations. The County Council hereby consent to and approve the creation of the Corporation, the undertaking by the Corporation respecting the Capital Projects, and the issuance of the Obligations in the aggregate principal amount not to exceed \$[16,400,000]; provided, however, that the approval provided under the Ordinance for the issuance of Obligations to finance the New Facilities shall not exceed \$[5,600,000] and the approval provided hereunder for the issuance of Obligations to finance the New Equipment shall not exceed \$[10,800,000]. The Obligations may be issued in one or more series over a period not to exceed five years, as approved by the County Administrator on behalf of the County; provided, however, that the initial series of Obligations or BANs (as hereinafter defined) shall be issued within one year of the date of enactment of this Ordinance.

Section 9. Use of Proceeds of the Obligations. The proceeds of the Obligations, net of underwriter's discount as provided in the respective bond purchase agreement, shall be applied, as provided in the Trust Agreement, (a) to provide the amounts necessary for the acquisition, construction, renovation, and equipping of the Capital Projects (including any capitalized interest), (b) to fund any necessary reserve fund for the Obligations, and (c) to pay costs of issuance of the Obligations. Proceeds of the Obligations may be applied to refund BANs (as hereinafter defined)

or other obligations of the County the proceeds of which were applied as described in this Section 9.

Section 10. Sale of Obligations; Approval and Execution of Purchase Agreements. The Obligations shall be sold from time to time as approved by the County Administrator to an investment banking firm or firms or other institutional lenders or investors as designated by the County Administrator as in the best interest of the County, pursuant to the terms of purchase agreements for a price as approved by the County Administrator. The County Administrator is hereby authorised and directed to execute and deliver the respective purchase agreement for any series of Obligations, in the form as may be approved by the County Administrator subject to the provisions hereof, with the advice of counsel, his execution being conclusive evidence of his approval.

Section 11. Approval of Offering Documents. The preparation and use of offering documents, if deemed necessary by the County Administrator in the offering and sale of any series of Obligations, are hereby authorised, confirmed, and ratified.

Section 12. Consent to Appointment of Trustee. The County Administrator is hereby authorised and directed to approve the appointment by the Corporation of one or more corporate trustees, as Trustee, Registrar, and Paying Agent under the Trust Agreement.

Section 13. Authorisation for Issuance and Sale of BANs.

(a) Authorisation of BANs. The County hereby consents to the issuance by the Corporation of one or more series of bond anticipation notes (the “BANs”) in order for the Corporation to borrow on a temporary basis in anticipation of the receipt of the proceeds of the Obligations; provided, however, that such BANs shall be discharged not later than five years after the date of issue of the first series of BANs by the Corporation.

(b) Issuance of BANs. The County hereby approves the borrowing by the Corporation of not exceeding \$[16,400,000] in anticipation of the issuance of the Obligations to be evidenced by bond anticipation notes in the aggregate principal amount of not exceeding \$[16,400,000] outstanding at any one time, dated their date of issuance and maturing on a date approved by the County Administrator not later than one year after the date of issuance of such BANs.

(c) Interest Rate on BANs. The BANs shall bear interest at the rate of interest as approved by the County Administrator.

(d) Redemption of BANs. The BANs may be subject to redemption on the terms and at the prices as approved by the County Administrator prior to their issuance and delivery.

(e) Sale of BANs. The BANs shall be sold by the Corporation on the terms and conditions as the County Administrator determines to be in the best interest of the County.

(f) Security for the BANs. For the payment of the BANs, the Corporation shall pledge the proceeds derived from the sale of the Obligations and such other security as is provided

therefor in the Trust Agreement.

(g) Additional BANs. The County hereby approves, subject to the limitations set forth in paragraph (b) of this Section 13, the issuance by the Corporation of additional BANs secured by a pledge of the proceeds of the Obligations upon maturity of the BANs in the event that Obligations are not issued by the maturity date of such BANs.

Section 14. Execution of Closing Documents. The Chairman, the County Administrator, and all other appropriate officials and employees of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the County in order to carry out, give effect to, and consummate the transactions contemplated by the Base Lease Agreement, the Facilities Agreement, the Lease Agreement, and the purchase agreements (collectively, the “County Agreements”).

Section 15. Law and Place of Enforcement of the Ordinance. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State of South Carolina.

Section 16. Effective Date. This Ordinance shall become effective immediately upon approval after receiving third reading by the County Council.

Section 17. Severability. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereof.

Section 18. Repeal of Inconsistent Ordinances. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 19. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the County contained in this Ordinance, the County Agreements, the Obligations or the BANs, against any member of the County Council, any officer or employee, as such, in his or her individual capacity, past, present, or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Ordinance, the County Agreements, the Obligations, and the BANs are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements, entered into between the County and the owners of the Obligations or the BANs or to be implied therefrom as being supplemental hereto or thereto; and that all personal liability of that character against every such member, officer, and employee is, by the enactment of this Ordinance and the execution of the County Agreements, the Obligations, and the BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the County Agreements, the Obligations, and the BANs, expressly waived and released. The immunity of the members,

officers, and employees, of the County under the provision contained in this Section shall survive the termination of this Ordinance.

Section 20. Effect of Article and Section Headings and Table of Contents. The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Its: L. Martin Sauls IV, Chairman, County Council

ATTEST:

Wanda H. Giles, Clerk County Council

First Reading: 04.01.2024
Public Hearing _____, 2024
Second Reading: 05.06.2024
Third Reading: _____, 2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder Date: _____

AGENDA

ITEM # 15

AN ORDINANCE

TO LEVY AND IMPOSE A ONE PERCENT SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN JASPER COUNTY PURSUANT TO SECTION 4-37-30 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE THE ESTIMATED COST OF THE PROJECTS FUNDED FROM THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM ON THE IMPOSITION OF THE SALES AND USE TAX AND THE ISSUANCE OF GENERAL OBLIGATION BONDS AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTIONS IN THE REFERENDUM; TO PROVIDE FOR THE CONDUCT OF THE REFERENDUM BY THE BOARD OF VOTER REGISTRATION AND ELECTIONS OF JASPER COUNTY; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF THE TAX, IF APPROVED; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

BE IT ENACTED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Recitals and Legislative Findings. As an incident to the enactment of this Ordinance, the County Council of Jasper County, South Carolina (the “County Council”) makes the following findings:

(a) The South Carolina General Assembly has enacted Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the “Act”), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the terms of Section 4-37-10 of the Code of Laws of South Carolina 1976, as amended, the South Carolina General Assembly has authorized county government to finance the costs of highways, roads, streets and bridges, [greenbelt initiatives,] and other transportation related projects either alone or in conjunction with other governmental entities. As a means to furthering the powers granted to the County under the provisions of Section 4-9-30 and Sections 6-21-10, *et. seq* of the Code of Laws of South Carolina 1976, as amended, the County Council is authorized to form a transportation authority or to enter into a partnership, consortium, or other contractual arrangement with one or more other governmental entities pursuant to Title 4, Chapter 37 of the Code of Laws of the South Carolina 1976, as amended. The County Council has decided to provide funding for highways, roads, streets, bridges, [greenbelts,] and other transportation related projects without the complexity of a transportation authority or entering into a partnership, consortium, or other contractual arrangements with one or more other governmental entities at this time; provided that nothing herein shall preclude County Council from entering into partnerships, consortiums, or other contractual arrangements in the future. County Council may utilize such provisions in the future as necessary or convenient to promote the

public purposes served by funding highways, roads, streets, bridges, greenbelts, and other transportation related facilities as provided in this Ordinance.

(c) The County Council finds that a one percent (1%) sales and use tax should be levied and imposed within Jasper County for the following projects and purposes (including use as the local match for other funds to finance):

- (i) For financing the costs of highways, roads, streets, bridges, and other transportation-related projects and facilities related thereto, including, but not limited to, drainage facilities related to highways, roads, streets, bridges, and other transportation related projects; and
- (ii) For financing the costs of [greenbelt initiatives] (collectively with the above-described projects and facilities, the “Projects”);

for a period not to exceed 15 years from the date of initial imposition of such tax, to fund the Projects at an estimated capital cost of \$[] to be funded from the net proceeds of a sales and use tax imposed in Jasper County pursuant to provisions of the Act, subject to approval of the qualified electors of Jasper County in referendum to be held on November 5, 2024. The imposition of the sales and use tax and the use of sales and use tax revenue, if approved in the referendum, shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of sales and use tax revenue established by the Act, the provisions of this Ordinance, and other applicable law. Subject to annual appropriations by County Council, sales and use tax revenues shall be used for the costs of the Projects established in this Ordinance, as it may be amended from time to time, including, without limitation, payment of administrative costs of the Projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the projects. All spending shall be subject to an annual independent audit to be made available to the public.

(d) County Council finds that the imposition of a sales and use tax in Jasper County for the Projects and purposes defined in this Ordinance for a limited time not to exceed 15 (fifteen) years will serve a public purpose, provide funding for highways, roads, streets, bridges, [greenbelts,] and other transportation related projects, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges, and other transportation related projects, as provided in this Ordinance to facilitate economic development, promote public safety, provide needed infrastructure, promote desirable living conditions, enhance the quality of life in Jasper County, and promote public health and safety in the event of fire, emergency, and other dangers, and prepare the County Council to meet present and future needs of Jasper County and its citizens.

Section 2. Approval of Sales and Use Tax Subject to Referendum.

(a) A sales and use tax (the “Sales and Use Tax”), as authorized by the Act, is hereby imposed in Jasper County, South Carolina, subject to a favorable vote of a majority of the qualified electors voting in a referendum on the imposition of the tax to be held in Jasper County, South Carolina on November 5, 2024.

(b) The Sales and Use Tax shall be imposed for a period not to exceed fifteen (15) years from the date of imposition, ending on April 30, 2040.

(c) The estimated capital cost of the Projects to be funded from the proceeds of the Sales and Use Tax in the aggregate is the sum of \$[REDACTED], and the maximum amount of net proceeds to be raised by the tax shall not exceed the greater of either the costs of the Projects or the cost to amortize all debts related to the Projects. The estimated principal amount of authorization of bonds to be issued to pay costs of the Projects and to be paid by all or a portion of the Sales and Use Tax is \$[REDACTED]. All proceeds of the Sale and Use Tax and any bonds payable therefrom shall be held by the County until County Council has approved the allocation and expenditure of funds for the Projects or portions of Projects as further identified below.

(d) The Sales and Use Tax shall be expended for the costs of the following described Projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to pay costs of such Projects, for the following purposes:

- (i) For financing the costs of highways, roads, streets, bridges, and other transportation-related facilities, and drainage facilities related thereto, the following Projects at the estimated capital costs indicated:

Projects and Estimated Capital Costs

S-442 (Argent Boulevard) (from US 278 to SC 170): 4-lane divided or 5-lane widening with multi-use paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (**\$57,000,000**).

SC 170 (from US 278 to SC 462): 6-lane road widening and access management – The Lowcountry Council of Governments initiated a SC 170 Corridor Access Management Study and this project is derived from this study. The existing road is a 4-lane divided highway and the project includes widening to 6 lanes with access management standards for approximately 4.5 miles (**\$70,000,000**).

S-141 (John Smith Road): Connector from US 17 in Hardeeville to US 278 - 3-lane road widening with multiuse paths for approximately 2.1 miles (**\$17,000,000**); assume bridge is improved/replaced with I-95 widening project (up to **\$8,000,000**); if not, coordinate with SCDOT as replacement would increase costs approximately **\$5,000,000** for a project total of **\$22,000,000**).

US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd): 6-lane road widening for approximate 1 mile (**\$15,000,000**).

US 278 Corridor Phase 2 (Argent Blvd to I-95): 6-lane road widening for approximately 4.75 miles with two bridges (approx. 360 LF and 90 LF) (**\$50,000,000**).

SC 46/SC 170/SC 315 Intersection Improvements and Widening: assume 1 mile widening with intersection improvements at SC 46 and SC 170 to potentially combine into 1 intersection (\$30,000,000).

US 17/US 321 Intersection Improvement: skewed intersection in Hardeeville and may contain complicated right of way acquisition, assumes existing bridge over railroad can remain (\$4,000,000).

US 17 Widening (SC 315 to SC 170): 4-lane divided widening for approximately 2 miles (\$24,000,000).

US 17/SC 170 Intersection Improvement: realignment with Riverport Development Entrance and may have complicated right of way acquisition or potentially modify Riverport Development (\$6,000,000).

US 17 Widening (US 278 to Jon Smith Road): 4-lane divided or 5-lane widening for approximately 1.5 miles (\$18,000,000).

New River Parkway (US 278 to Argent Blvd): with access to Technical College of the Lowcountry: 3-lane widening with access management for approximately 0.6 miles and new 2-lane road from New River Parkway/Copper Plate Rd intersection to University Parkway for approximately 0.4 miles (\$11,000,000).

Short Cut Road (SC 170 to Argent Blvd): 3-lane road widening for approximately 0.5 miles to be coordinated with SC 170 Widening and Access Management project (\$5,000,000).

SC 315 Widening from SC 170/SC 46 intersection to US 17: 4 – lane/5-lane widening for approximately 6 miles (\$72,000,000).

US 17 Port Interchange: new interchange for future port (\$60,000,000).

SC 336 Intersection Improvements (Grahamville Rd to SC 336): potential realignment of SC 336 for approximately 0.3 miles and potential for complicated R/W acquisition: (\$5,000,000).

I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements: Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road.

I-95 Exit 22 Connector (US 278 to Bees Creek Road): new road with potential new bridge over I-95, dependent upon alignment and SCDOT's improvements for Exit 22 for approximate 3 miles: (\$36,000,000).

Glover Road (Bees Creek Road (S-13) to SC 462): Dirt road and paved road improvement – assume 2 lanes with R/W purchase for future widening (\$_____).

US 278/SC 652 (Calf Pen Bay Road) Intersection Improvement: A traditional intersection improvement on US 278 has been installed with left turn lane and right turn onto SC 652, but improvements were not incorporated on SC 652. Turn lanes with improved intersection realignment should be considered or a roundabout should be installed as this could be a key intersection for traffic calming for entrance to Ridgeland: **(\$2,000,000)**.

SC 462 (SC 170 to Snake Road): 4-lane divided or 5-lane widening for approximately 3 miles and safety improvements for approximately 5 miles **(\$56,000,000)**.

US 17/Mackay Point Road Intersection: Realignment of S-27-37 to eliminate skewed intersection with Mackay Point Road and may involve improved access management on US 17, dependent on coordination with SCDOT, assume 0.6 miles realignment and intersection improvement: **(\$5,000,000)**.

Snake Road (S-54) Widening (SC 46 to SC 170): 4-lane/5-lane road widening with improved intersection at SC 462 for approximately 3 miles **(\$36,000,000)**.

US 321/SC 336 Intersection Improvement: skewed intersection in Tillman **(2,500,000)**.

8 Traffic Signals (\$2,500,000).

[Greenbelt Project/Program Name and Capital Costs]:

[Program description and estimated capital costs].

2.4 The Sales and Use Tax shall be expended for financing (including use as the local match for other funds to finance) the costs of highways, roads, streets, bridges, and other transportation-related projects facilities, and drainage facilities related thereto, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such projects.

2.5 If the Sales and Use Tax is approved by a majority of the qualified electors voting in a referendum to be held in Jasper County on November 5, 2024, the tax is to be imposed on the first day of May, 2025, provided the Board of Elections and Voter Registration of Jasper County shall certify the results not later than November 30, 2024, to Jasper County Council and the South Carolina Department of Revenue. Included in the certification must be the maximum cost of the Projects to be funded in whole or in part from the proceeds of the tax, the maximum time specified for the imposition of the tax, and the principal amount of initial authorization of bonds, if any, to be supported by a portion of the tax.

2.6 The Sales and Use Tax, if approved in the referendum conducted on November 5, 2024, shall terminate on the earlier of:

- (1) on April 30, 2040; or

- (2) the end of the calendar month during which the Department of Revenue determines that the tax has raised revenues sufficient to provide the greater of either the costs of the Projects as approved in the referendum or the cost to amortize all debts related to the approved Projects.

2.7 Amounts of Sales and Use Tax collected in excess of the required proceeds must first be applied, if necessary, to complete each Project for which the tax was imposed. Any additional revenue collected above the specified amount must be applied to the reduction of debt principal of Jasper County on transportation infrastructure debts only.

2.8 The Sales and Use Tax must be administered and collected by the South Carolina Department of Revenue in the same manner that other sales and use taxes are collected. The Department may prescribe amounts that may be added to the sales price because of the tax.

2.9 The Sales and Use Tax is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter 36 of Title 12 of the Code of Laws of South Carolina, and the enforcement provisions of Chapter 54 of Title 12 of the Code of Laws of South Carolina. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36 of Title 12 of the Code of Laws of South Carolina are exempt from the tax imposed by this Ordinance. The gross proceeds of the sale of food lawfully purchased with United States Department of Agriculture Food Stamps are exempt from the tax imposed by this Ordinance. The tax imposed by this Ordinance also applies to tangible property subject to the use tax in Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina.

2.10 Taxpayers required to remit taxes under Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina must identify the county in which the personal property purchased at retail is stored, used, or consumed in this State.

2.11 Utilities are required to report sales in the county in which the consumption of the tangible personal property occurs.

2.12 A taxpayer subject to the tax imposed by §12-36-920 of the Code of Laws of South Carolina 1976, as amended, who owns or manages rental units in more than one county must report separately in his sales tax return the total gross proceeds from business done in each county.

2.13 The gross proceeds of sales of tangible personal property delivered after the imposition date of the Sales and Use Tax, either under the terms of a construction contract executed before the imposition date, or written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the sales and use tax provided in this ordinance if a verified copy of the contract is filed with Department of Revenue within six months after the imposition date of the sales and use tax provided for in this Ordinance.

2.14 Notwithstanding the imposition date of the Sales and Use Tax with respect to services that are billed regularly on a monthly basis, the sales and use tax authorized pursuant to

this ordinance is imposed beginning on the first day of the billing period beginning on or after the imposition date.

Section 3. Remission of Sales and Use Tax; Segregation of Funds; Administration of Funds; Distribution to Counties: Confidentially.

3.1 The revenues of the Sales and Use Tax collected under this Ordinance must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund of the State. After deducting the amount of any refunds made and costs to the Department of Revenue of administering the tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues and all interest earned on the revenues on deposit with him quarterly to the Jasper County Treasurer and the revenues and interest earnings must be used only for the purposes stated herein. The State Treasurer may correct misallocations by adjusting later distributions, but these adjustments must be made in the same fiscal year as the misallocation. However, allocations made as a result of city or county code errors must be corrected prospectively.

3.2 The Department of Revenue shall furnish data to the State Treasurer and to the Jasper County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to the County upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers.

Section 4. Sales and Use Tax Referendum; Ballot Question.

4.1 The Board of Voter Registration and Elections of Jasper County shall conduct a referendum on the question of imposing the Sales and Use Tax in the area of Jasper County on Tuesday, November 5, 2024, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina, mutatis mutandis. The Board of Elections and Voter Registration of Jasper County shall publish the date and purpose of the referendum once a week for four consecutive weeks immediately preceding the date of the referendum in a newspaper of general circulation in Jasper County, and shall publish such additional election and other notices as are required by law.

4.2 The referendum question to be on the ballot of the referendum to be held in Jasper County on November 5, 2024, must read substantially as follows:

JASPER COUNTY SPECIAL SALES AND USE TAX

QUESTION 1

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Jasper County for not more than fifteen (15) years to fund the following projects:

Projects: For financing the costs of highways, roads, streets, bridges, and other transportation-related projects, and drainage facilities related thereto [List the Projects by Name?] and [greenbelt projects]: \$[]

YES _____

NO _____

Instructions to Voters: All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote “YES;” and

All qualified electors opposed to levying the special sales and use tax shall vote “NO.”

QUESTION 2

I approve the issuance of not exceeding \$[] of general obligation bonds of Jasper County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed 10 years, to fund any of the projects from among the categories described in Question 1 above.

YES _____

NO _____

Instructions to Voters: All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote “YES;” and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote “NO.”

4.3 In the referendum on the imposition of a special sales and use tax in Jasper County, all qualified electors desiring to vote in favor of imposing the tax for the stated purposes shall vote “yes” and all qualified electors opposed to levying the tax shall vote “no”. If a majority of the electors voting in the referendum shall vote in favor of imposing the tax, then the tax is imposed as provided in the Act and this Ordinance. Expenses of the referendum must be paid by Jasper County government.

4.4 In the referendum on the issuance of bonds, all qualified electors desiring to vote in favor of the issuance of bonds for the stated purpose shall vote “yes” and all qualified electors opposed to the issuance of bonds shall vote “no”. If a majority of the electors voting in the referendum shall vote in favor of the issuance of bonds, then the issuance of bonds shall be authorized in accordance with S.C. Constitution Article X, Section 14, Paragraph (6). Expenses of the referendum must be paid by Jasper County government.

Section 5. Imposition of Tax Subject to Referendum.

The imposition of the Sales and Use Tax in Jasper County is subject in all respects to the favorable vote of a majority of qualified electors casting votes in a referendum on the question of imposing a sales and use tax in the area of Jasper County in a referendum to be conducted by the Board of Voter Registration and Elections of Jasper County on November 5, 2024, and the favorable vote of a majority of the qualified electors voting in such referendum shall be a condition precedent to the imposition of a sales and use tax pursuant to the provisions of this Ordinance.

Section 6. Miscellaneous.

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever; provided, however, that the Sales and Use Tax may not be imposed without the favorable results of the referendum to be held on November 5, 2024.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina, and all suits and actions arising out of or with respect to this Ordinance shall be instituted only in a court of competent jurisdiction in the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

(d) This Ordinance shall take effect immediately upon approval following third reading.

(e) All previous ordinances regarding the same subject matter as this Ordinance are hereby repealed.

ENACTED THIS ____ DAY OF _____, 2024.

JASPER COUNTY COUNCIL

(SEAL)

Chairman

Clerk of Council

First Reading: _____, 2024
Second Reading: _____, 2024
Public Reading: _____, 2024
Third Reading: _____, 2024

AGENDA

ITEM # 16



Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659
Ridgeland, South Carolina 29936
Phone (843) 717-3650 Fax (843) 726-7707

Lisa Wagner, CFM
Director of Planning and Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	May 6, 2024
Project:	Amendment of the CSP Planned Development District (PDD) Standards and the CSP Development Agreement (DA)
Applicant:	Peter Zadoretzky, Co-Manager, Conduit Street Partners
Tax Map Number:	041-00-03-030
Submitted For:	1 st Reading
Recommendation:	Planning Commission recommends approval of the proposed amendment to the CSP PDD Standards and the CSP DA.

Description: The Applicant is requesting approval of an amendment to the CSP Planned Development District (PDD) Standards and the CSP Development Agreement (DA). The CSP PDD and DA was approved by Jasper County Council on June 27, 2022, as a single-family “for rent” community, with a maximum density of 275 units, all to be situated on one parcel of land, consisting of 38.84 acres. The subject property is located along Independence Boulevard (Highway 278) between Brickyard Road and Hilton Head Lakes.

The purpose of amending the CSP PDD and DA is to add language to allow the option of residential uses “for rent” or “for sale” that can be situated on “unsubdivided land” or “subdivided land”. Of course, the “for sale” option will be situated on subdivided lots. The approved CSP PDD and DA only assume residential units “for rent” that would be situated on one parcel of land. In order to support the residential units “for sale on subdivided lots,” minimum lot size and setbacks are included as part of the proposed amendment to the PDD Standards. Exhibit A – 2 of the Ordinance is a redline version of the amendment to the PDD Standards outlining the proposed changes. Exhibit A – 1 is a clean copy of the proposed amendment and if approved it will be recorded at the Register of Deeds Office.

Exhibit B – 2 of the Ordinance is the redline version of the proposed amendment to the DA and consists of very minimal changes, primarily to identify the community as a single-family community rather than a single family “rental” community. Exhibit B – 1 is the clean copy of the proposed amendment and if approved it will be recorded at the Register of Deeds Office.

Analysis: The proposed amendment does not change the Concept Plan, the density, the land use, or the layout of the community, roads, and utilities. However, since the CSP PDD Standards and Development Agreement were previously adopted, any changes to either document must be approved by the County Council.

Staff Recommendation: The Planning Commission reviewed the proposed amendment to the CSP PDD Standards at their April 9, 2024 meeting and recommends approval.

Attachments:

1. Ordinance with Exhibits A – 1, A – 2, B – 1, and B – 2
2. Aerial Map

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-_____

**AN ORDINANCE OF
JASPER COUNTY COUNCIL**

To amend: (i) Ordinance O-2022-16 to adopt updated standards for the Planned Development District encompassing a 38.84 acre parcel located on U.S. Highway 278 (the “Property”); and (ii) Ordinance O-2022-14 to amend the development agreement (the “Development Agreement”) between Jasper County (the “County”) and Conduit Street Partners, LLC (“CSP” or the “Developer”) that governs CSP’s development of the Property into a 275-unit single-family residential community (the “Project”); in both cases to allow for the possibility that the Project may include not only “for rent” residential dwellings, but also “for sale” residential dwellings; and matters related thereto.

WHEREAS, on June 27, 2022, the Jasper County Council passed Ordinance O-2022-16, recorded in Book 1105, Page 481 of the Jasper County Register of Deeds (the “PDD Ordinance”), which ordinance adopted Planned Development District zoning for the Property, subject to the planned development district standards attached thereto (the “PDD Standards”), and the conceptual master plan attached as Exhibit B thereto.

WHEREAS, on June 27, 2022, the Jasper County Council also passed Ordinance O-2022-14, recorded in Book 1107, Page 1678 of the Jasper County Register of Deeds (the “Development Agreement Ordinance”), which ordinance approved the County’s entry into and execution of the Development Agreement that had been negotiated between the County and Conduit Street Partners, LLC, which Development Agreement governs the relationship between the County and the Developer with regard to the Project.

WHEREAS, the Development Agreement Ordinance further contained a provision (in Paragraph 2 thereof) that instituted a deadline of June 30, 2023, by which the “Owner/Developer” (defined therein as CSP) must acquire legal title to the Property (the “Acquisition Deadline”); otherwise, the Development Agreement would automatically be null and void.

WHEREAS, on October 11, 2022, the Jasper County Planning Commission approved the CSP Development PDD Master Plan (the “PDD Master Plan”), which contemplated a single family residential rental community containing 275 residential detached and attached units, and associated amenities.

WHEREAS, on April 17, 2023, the Jasper County Council passed Ordinance O-2023-06, recorded in Book 1123, Page 109 of the Jasper County Register of Deeds, which ordinance amended the Development Agreement Ordinance to extend the Acquisition Deadline through December 31, 2023, to give the Developer sufficient time to address permitting delays with outside agencies.

WHEREAS, on October 16, 2023, the Jasper County Council passed Ordinance O-2023-18, recorded in Book 1136, Page 407 of the Jasper County Register of Deeds, which ordinance amended the Development Agreement Ordinance to: (i) clarify that the entity to which the Property must be conveyed by the Acquisition Deadline includes the successors and assigns of CSP; (ii) specify certain forms of assignment that must be used for any assignment of CSP’s rights under the Development Agreement to any successor or assign of CSP; and (iii) extend the Acquisition Deadline through the date which is ninety (90) days after receipt of all final land use and development permit approvals, but no later than December 31, 2024.

WHEREAS, the PDD Standards, the Development Agreement and the PDD Master Plan all include a description of the principal use of the Property as a single-family, “for rent” residential community, to be developed on a single, un-subdivided parcel of land that would be owned by the Developer.

WHEREAS, since the inception of the Project, economic conditions and financing structures have changed significantly, to the degree that the investment and financing community has begun requiring additional “safety valve” options that would let lenders mitigate likely losses by selling off portions of their collateral, if necessary.

WHEREAS, as a result of these changed financial circumstances, in order to attract quality financing and investment partners, CSP desires to be able to retain, as an alternative, a “for sale” use within the Project, which would include the ability to place residential dwellings on subdivided parcels (as opposed to a single, commonly-owned parcel as typically seen in a “for rent” context).

WHEREAS, notwithstanding this request for “for sale” residential dwellings, CSP fully intends to develop the Project as a “for rent” residential community, with the “for sale” option serving only as the “safety valve” necessary to attract suitable financing and

investment which would allow the Project to be developed as a “for rent” residential community, as originally and currently intended.

WHEREAS, in order to contemplate the alternative “for sale” use within the Project, CSP desires to amend the PDD Standards, the Development Agreement and the PDD Master Plan to provide for items that would be applicable in a “for sale” context due to the possibility of subdivided lots within the Project, including standards such as setbacks, lot areas/widths, and other master plan details.

WHEREAS, after giving the matter consideration, the Jasper County Council has determined that it would be appropriate to pass an ordinance which:

- (i) amends the PDD Ordinance (Ordinance O-2022-16) to adopt updated PDD Standards that address the “for sale” alternative use and provide the development standards applicable thereto (including those relating to any subdivided lots); and
- (ii) amends the Development Agreement Ordinance (Ordinance O-2022-14) to adopt an updated Development Agreement that addresses the “for sale” alternative use and the related matter of the subdivision of lots within the Property.

NOW, THEREFORE, BE IT ORDAINED, by the Jasper County Council, duly assembled and with authority of same, that the above premises be incorporated by reference; and:

1. Ordinance O-2022-16 is hereby amended by substituting for the “Planned Development District Standards” attached thereto, the updated Planned Development District Standards attached hereto as **Exhibit A-1**. The effect of such substitution shall be to accept those changes shown in red and underlined in the redlined version of the Planned Development District Standards attached hereto as **Exhibit A-2**.
2. Ordinance O-2022-14 is hereby amended by substituting for the “Development Agreement” attached thereto as Exhibit A, the updated Development Agreement attached hereto as **Exhibit B-1**. The effect of such substitution shall be to accept those changes shown in red and underlined in the redlined version of the Development Agreement attached hereto as **Exhibit B-2**.
3. If any section, clause, paragraph, sentence or phrase of this ordinance, or any application thereof, shall for any reason be held to be invalid or unconstitutional.,

the invalid section, clause paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance: and it 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, phrase or application thereof.

4. This ordinance shall take effect upon approval by Council.

[Signatures Contained on Following Page]

Martin L. Sauls, IV
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # 2024-__

First Reading: _____, 2024
Public Hearing: _____, 2024
Second Reading: _____, 2024
Third Reading: _____, 2024
Adopted: _____, 2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

FIRST EXHIBIT TO ORDINANCE

EXHIBIT A-1

Updated Planned Development District Standards (CLEAN)

[attached]

PDD EXHIBIT A-1 "CLEAN"

CSP DEVELOPMENT PDD AND CONCEPTUAL MASTER PLAN

JASPER COUNTY, SC

JANUARY 2022/REVISED MARCH 2024

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SCHEDULE OF EXHIBITS:

Exhibit A	Site Location Map	Exhibit I	FEMA Flood Zones
Exhibit B	Conceptual Master Plan	Exhibit J	BJWSA Availability to Serve Letter
Exhibit C	Property Aerial	Exhibit K	Dominion Availability to Serve Letter
Exhibit D-1	Jasper County Zoning Map	Exhibit L	Palmetto Availability to Serve Letter
Exhibit D-2	Hardeeville Zoning Map	Exhibit M	Hargray Availability to Serve Letter
Exhibit E	Wetlands Delineation	Exhibit N	Archaeological Report
Exhibit F	Boundary Survey	Exhibit O	Concept Development Schedule
Exhibit G	USDA Soils Data	Exhibit P	Fire Station and EMS Locations
Exhibit H	Topography	Exhibit Q	Thomas & Hutton Traffic Memo

APPLICANT AND PLANNING TEAM

Owner.....Paul H. Anderson, Emily A. Tillman
& John F. Anderson

Developer / Applicant.....Conduit Street Partners, LLC
Annapolis, MD
Mr. Peter Zadoretzky

Land Planner and Engineer.....Thomas & Hutton Engineering
Savannah, GA
Mr. Lamar Mercer, P.E.
Mr. Scott Monson, P.E.
Carolina Engineering Consultants, Inc
Beaufort, SC
Mr. Jeff P. Ackerman, P.E

Wetlands / Environmental Consultant and Permitting.....Newkirk Environmental Consultants, Inc.
Beaufort, SC
Mr. Ashley Howell

Archaeologist.....Brockington & Associates, Inc.
Savannah, GA
Mr. Alex Sweeney, MA, RPA

Land Use Attorney / Legal Counsel.....Bouhan Falligant LLP
Savannah, GA
John D. Northup III, Esq.

**CSP DEVELOPMENT
PLANNED DEVELOPMENT DISTRICT
AND
CONCEPTUAL MASTER PLAN**

SECTION I:**INTRODUCTION AND NARRATIVE**

The Conduit Street Partners, LLC project currently consists of one parcel located in Jasper County, SC. Currently, the parcel is zoned Rural Preservation (“RP”) and is identified as PIN no. 041-00-03-030. The property is approximately 38.84 acres with substantial frontage on the north side of U.S. Highway 278 situated between the Hilton Head Lakes North development to its east and the Prime Storage facility to its west. The property is surrounded by City of Hardeeville land nearly all of which is zoned PDD with a very small area zoned GC (the Prime Storage property). The property has been in the Anderson Family estate for many years and was originally part of the J.A. Coleman Estate. **Exhibit A Site Location Map** is attached.

The property is under agreement to be purchased from the Anderson family members by the Applicant, Conduit Street Partners, LLC, who are pursuing a new PDD zoning encompassing all the parcel to allow for the property to be developed under the stipulations set forth by the proposed PDD zoning in accordance with the Jasper County Zoning Ordinance (ZO) and Land Development Regulations (LDR) in effect at the time of submittal of this rezoning application. Upon approval, the benefits of the proposed PDD Standards shall apply to the Applicant / Owner and its successors and assignees. For the purposes of the PDD and **Exhibit B Conceptual Master Plan**, the parcel is hereby known as a single project (“CSP Development”) in this document henceforth.

A. THE PROPERTY

1. The CSP Development property is a raw, unimproved forested, predominately uplands parcel in Jasper County. There are no nor have there ever been any existing buildings, structures, or other facilities on the property. The property is surrounded by PDD zoned Hardeeville land to its east, north and south and by Hardeeville GC zoned land to its west. It is bounded on its eastern side by the Hilton Head Lakes North development – a large, golf course residential community and one of the initial phases of the Hardeeville West Argent PDD development project. To the north and contiguous to the CSP Development is an undeveloped, principally forested, and regulated wetlands parcel which is also part of the West Argent PDD development project. West of the property is an existing Prime Storage facility situated on land located in Hardeeville and zoned GC. The southern property line of the property is frontage along the north side of highway U.S. 278 – a four lane divided, center median, limited access highway. And on the other/south side of U.S. 278 across the highway from the CSP Development there are two major Hardeeville PDD land parcels. One of the parcels is a part of the existing Latitude Margaritaville development and is at the present time planned to be Margaritaville’s future 70-acre retail/commercial phase. The second parcel that is to the west and contiguous with the Latitude Margaritaville land is another very large Hardeeville PDD land parcel known as the Morgan PDD project. Both land tracts on the south side of U.S. 278 immediately across the highway from the proposed CSP Development are raw, unimproved but PDD zoned properties with existing Hardeeville

development agreements. Combined, the West Argent PDD, the Latitude Margaritaville PDD and the Morgan Tract PDD amount to approximately 10,500 acres of Hardeeville development parcels zoned PDD. The CSP Development 38.84-acre parcel has just under 2,700 feet of frontage along the north side of U.S. 278 and will access this highway at one central location in alignment with an existing median break. The CSP Development property will also have access to existing Brickyard Road at the road's eastern termination point which is located at the property's western property line. A **Property Aerial (Exhibit C)**, a **Jasper County Zoning Map (Exhibit D-1)** and a **Hardeeville Zoning Map (Exhibit D-2)** are provided.

2. The proposed PDD consists of approximately 38.84 acres and has an anticipated area of approximately 37 acres of uplands and approximately 1.5 acres of jurisdictional wetlands, and 0.5 acres of non-jurisdictional wetlands (excluded waters – gum pond) based upon a preliminary wetland exhibit prepared by Newkirk Environmental, dated December 2021 (see **Exhibit E Wetlands Delineation**). The delineation of the wetlands within the property have been submitted to the Army Corps of Engineers to obtain a valid Jurisdictional Determination. The Conceptual Plan has taken into account the jurisdictional wetlands and has avoided any development impacts to these areas. The property does not have any critical area or frontage on salt marsh or creeks.

3. **Exhibit F Boundary Survey** depicts the property boundary.

4. **Exhibit G USDA Soils Data** depicts soils types of the property

5. **Exhibit H Topography** depicts topographic information for the CSP Development property. GIS data topography was used for the purposes of the exhibit. Elevations on the site range from elevation 10.0 along its northern edge sloping quickly upwards to the property's interior where grades are relatively flat averaging between elevations 18.0 to 20.0 with two small knolls on the west end of the property averaging elevation 24.0. **Exhibit I FEMA Flood Zones Map** depicts the 2019 FEMA flood zones which indicate that the property is in FEMA zone "X" which is defined to be an area of minimal flood hazard generally above or outside the 500-year flood level. Finished floor elevations of building structures will adhere to current Flood Zone requirements of the Jasper County Land Development Regulations.

B. PLANNED DEVELOPMENT DISTRICT PROCESS

1. The Planned Development District (PDD) was established by the Jasper County to encourage flexibility in the development of land to promote its most appropriate, economical, and efficient use as well as to encourage creative design and produce a better environment particularly for large undeveloped tracts. The purpose of the PDD is to, among other things, permit development for specialized purposes which are planned and developed on a unified basis. In this case the specialized purpose is a first-class Single-Family Rental Home ("SFR") community as proposed by Conduit Street Partners, LLC. The homes themselves will be of unique design, tasteful architecture and generally resemble single family detached and townhouse home types. The community will be under one ownership structure which will maintain most all aspects of the community, i.e., its infrastructure including its roads, the interior and exteriors of the homes and the grounds on which they are constructed including the community amenities and open spaces.

C. CONCEPTUAL MASTER PLAN

It is anticipated that the Conduit Street Development property will be developed over a period of no more than four to five years in as many as two phases in accordance with the Conceptual Master Plan as set forth in this document and as the same may be supplemented by subsequent master and development plans submitted pursuant to the provisions of this PDD (see **Exhibit N Concept Development Schedule**). The Conceptual Master Plan sets forth the general scope of the development including number of allowed units, development standards, infrastructure requirements, and other guidelines. In addition to the Conceptual Master Plan, development of the Property will be controlled by other provisions of the PDD.

The goal of this PDD is to produce a development that raises the quality of life and development standards in the area while also anticipating the County's existing and future needs for naturally affordable single-family homes.

The Conduit Street Development Conceptual Master Plan displays a general and privately owned and maintained roadway layout, general housing unit layout, open space areas as well as amenities that will serve the property. The final locations of these site elements may vary at the time of development permit. Proposed land uses in the development are detailed under Section 2 - Land Use Designation and Definitions.

The Conceptual Master Plan seeks to maintain open space requirements set forth in Section II, D.3 of this PDD. The open space and amenities will be owned and maintained by the Applicant / Owner, or other legally designated entity. Property deeded to a governmental or private utility entity will be the maintenance responsibility of that entity.

The Conceptual Master Plan and the provisions of this PDD will constitute the zoning for the Property and a waiver from the current Jasper County codes and regulations where differences occur. However, activities in the PDD shall conform to all other Jasper County Zoning Ordinance and Land Development Regulations where differences do not occur.

The provisions of the Conceptual Master Plan shall apply to development of the property. In the event of a conflict, the hierarchy of documents will be the "to be approved", (i) Development Agreement (DA), (ii) the PDD and Conceptual Master Plan and, (iii) the Master Plan (MP).

D. ENVIRONMENTAL PROTECTION

1. As part of the development process, the CSP Development will meet or exceed the stormwater management requirements of Jasper County, and the requirements of South Carolina Department of Health and Environmental Control (DHEC) and Office of Ocean and Coastal Resource Management (OCRM). The Applicant / Owner will prepare stormwater management plans for the project as it is developed in accordance with a stormwater drainage master plan to be prepared by a professional engineering firm licensed by the State of South Carolina. The stormwater drainage master plan will address the hydrological characteristics of the entire site as well as adjacent drainage patterns of relative importance. The plan will address pre-development conditions and post-development stormwater management for flood control and sediment reduction. This plan will also address storm water quality through, among other things, the use of several types of BMP's (as established by the stormwater standards of the applicable state and federal governmental regulations) to enhance water quality and protect the adjacent wetlands.

2. Approximately 4 percent of the site consists of regulated jurisdictional wetlands. Exhibit E is a preliminary wetland plan prepared by Newkirk Environmental dated December 2021 which depicts the preliminary observation of wetlands vs uplands for the project area. The wetland plan has been submitted to the Army Corps of Engineers to obtain a jurisdictional determination prior to development of the property.
3. There will be no development impacts to the regulated jurisdictional wetlands. Subject to the approval of the Office of Ocean and Coastal Resource Management, the CSP Development will seek to remove/fill the non-regulated "gum pond" located in proximity to the project's proposed main entrance off highway U.S. 278.

E. WATER AND SEWER SERVICE

Water and sewer service will be provided to the CSP Development by Beaufort Jasper Water and Sewer Authority. Preliminary planning for the water and sewer systems will be provided at the time of Initial Master Plan submittal to Jasper County. Preliminary discussions with Beaufort-Jasper Water and Sewer Authority (BJWSA) indicate a willingness to serve the property. BJWSA operates and maintains water and sewer systems within their service area upon completion by the developer and acceptance by the Authority. See **Exhibit J BJWSA Availability to Serve Letter**.

F. UTILITY SERVICE

1. The CSP Development property is in the service territory of Dominion Energy for natural gas services, See **Exhibit K Dominion Energy Availability to Serve Letter**. The Applicant / Owner will coordinate with Dominion Energy regarding planning for the CSP Development project.
2. The CSP Development property is in the service territory of Palmetto Electric Cooperative for electric services, See **Exhibit L Palmetto Availability to Serve Letter**. The Applicant / Owner will coordinate with Dominion Energy regarding planning for the CSP Development project.
3. Hargray or/or another licensed provider will provide internet and communication services to the CSP Development property. The Applicant/Owner will coordinate with the provider regarding planning and installation of these services. All servicing is anticipated to be via fiber optics cable to include broadband capability. See **Exhibit M Hargray Availability to Serve Letter**.
4. Other Utility services shall be provided by legally established entities at the discretion of the Applicant / Owner, provided such are in accordance with the franchising ordinances/licensing with the County.

5. Utilities will be underground except as reasonably necessary for above ground support facilities.

G. ROADWAYS AND TRAFFIC

1. The CSP Development PDD shall have on-site roads designed and constructed to the standards of the Jasper County Land Development Regulations or other engineering standards

reasonably acceptable to the Jasper County Engineer. Roadway construction within SCDOT right-of-way's will be in accordance with SCDOT standards. Roadway section details will be submitted for review at time of development permit approval. Interconnectivity to other adjoining tracts of land is not proposed. Public access into or across other private developments will not be required. Roadway design standards may be modified subject to the approval of Jasper County to reduce environmental impacts provided safety concerns are not compromised. All onsite roads shall be privately owned and maintained.

2. The Applicant / Owner intends to create up to three new points of vehicular access to existing public roads and highways for the project. The first is proposed to be a main entrance ingress and egress to U.S. 278 located and aligned with the center most existing highway median cut. The second access location is anticipated to provide ingress and egress to U.S. 278 at the highway's median cut fronting the eastern end of the property. The third point of vehicular connectivity is planned as a proposed connection with existing Brickyard Road at the roads point of termination at the property's western property line and adjacent to the U.S. 278 right-of-way. A traffic plan study will be provided at the Master Plan stage. The traffic study shall be reviewed by the SCDOT and final configuration for the new accesses will be governed by the SCDOT. Final entrance configuration and locations will be based upon SCDOT guidelines at the time of development permit.

3. Access to the CSP Development PDD may be restricted and/or gated appropriately at the Applicant / Owner's discretion. Sidewalks and possibly trails shall be provided within the PDD at appropriate locations. The frequency and location of sidewalks or pathways shall be established based upon anticipated pedestrian circulation within the project. Sidewalks and trails shown on the Conceptual Master Plan are conceptual in nature and are subject to change over the course of the development permit process.

4. Notwithstanding the provisions of section G hereof, roadway design standards may be modified to reduce environmental impacts provided safety concerns are not compromised. To protect and preserve significant natural property attributes including avoiding wetland impacts, such design will be encouraged.

5. Reference **Thomas & Hutton Traffic Memo Exhibit Q** for preliminary traffic analysis and commentary concluding no material traffic impacts to existing road systems.

6. TREE PRESERVATION AND REPLACEMENT

The CSP Development shall meet or exceed the minimum allowable post development tree coverage requirements of Jasper County. Trees required and/or worthy of preserving shall be incorporated into buffer areas around jurisdictional wetlands, in required buffer yards and in the required Highway Corridor Overlay District 50' buffer parallel and adjacent to the U.S. 278 Highway.

In those cases where the minimum allowable tree coverage cannot be met by preservation within a required buffer area, replacement trees shall be planted to meet the tree types and quantities as required by code. Trees to be preserved in buffer areas shall be identified and located by a tree survey within the CSP Development PDD.

Plantings, including trees, situated in any buffer area shall be maintained in good health and any

dead or damaged plants will be replaced. And if any tree in a buffer is severely damaged due to weather or other reasons, all severely damaged trees shall be replaced no later than the end of the next dormant season.

I. PARKING

Parking for the CSP Development community shall be provided by a combination of attached and/or detached residential parking garages and their corresponding driveways, and community surface parking lots for overflow parking, the community amenity areas and leasing offices. All parking shall be generally consistent with Jasper County development standards or as otherwise proposed by the Applicant/Owner and approved by Jasper County.

J. STORMWATER MANAGEMENT

The CSP Development PDD shall conform to the Stormwater Management Provisions of the Jasper County Land Development Standards including but not necessarily limited to the Jasper County Stormwater Management Design Manual and applicable state and federal requirements. Among other things, the post-development peak runoff discharge rate for the 2-, 10- and 25-year, 24-hour design storm events will be designed to control these rates to pre-development discharge rates. Additionally, the CSP Development PDD shall design its stormwater system to manage a 100-year, 24-hour storm event without causing damage to on-site and offsite structures. Sufficient stormwater best management practices will be employed in the development of the PDD to ensure runoff leaving the site does not degrade water quality of the surrounding receiving waters.

K. CULTURAL AND HISTORICAL RESOURCES

As part of a comprehensive study of the property a Phase I and Phase II archeological investigations and studies were conducted by Brockington & Associates. The investigations have concluded that there are no archeological sites eligible for the National Register requiring preservation or management considerations on the property. **Exhibit N Archeological Report** is attached.

L. EMERGENCY SERVICES

Fire and emergency medical services will be provided to the residents of the CSP Development by no less than two Jasper County Fire-Rescue stations which are located less than 5 miles from the property. **FIRE STATION AND EMS LOCATIONS EXHIBIT P** is attached identifying Jasper County Fire Stations 34 and 35 and their distances (each less than 5 miles) and times in route to the CSP Development.

SECTION II:

LAND USE DESIGNATION AND DEFINITIONS

A. INTRODUCTION and NARRATIVE

The Conceptual Master Plan consists of an area of approximately 38.84 acres. The proposed predominate uses shall include but not be necessarily limited to:

- For-Rent Single Family Residential situated on an unsubdivided parcel(s) and/or on subdivided individual platted lots
- Single Family For Sale Residential situated on subdivided individual platted lots
- Active and passive community amenity areas
- Model homes and leasing and sales centers
- Site infrastructure

The land use areas indicated on the Conceptual Master Plan are not intended to be rigid exact boundaries for future improvements. The Conceptual Master Plan PDD for the CSP Development shall maintain flexibility to accommodate specific soils conditions, environmental concerns, physical constraints, market conditions and design parameters and as such, the exact location of boundary lines and any proposed buildings or structures, between land uses and their subsequent location and size indicated within the planning area shall be subject to change at the time of the Master Plan Phase and Development Permit Plan submission; provided that maximum densities and other conditions of the Development Agreement between the Applicant / Owner and Jasper County, South Carolina will be adhered to strictly, unless adjustments are requested by the Applicant / Owner and approved by Jasper County.

All rental residential dwelling units shall be owned, controlled and maintained by the Applicant or its assigns or successors which units may be located on an unsubdivided parcel or individual platted lots. Amenities, on-property infrastructure and improvements not dedicated or otherwise conveyed to public or private third parties (such as a homeowner's association) shall be owned, controlled and maintained by the Applicant / Owner or its successors.

If at any time in the future rental homes that are situated on subdivided platted lots are sold and owner occupied, these housing units shall be owned, controlled, and maintained by their individual owners.

B. ALLOWED LAND USES

The following land uses shall be permitted in the CSP Development PDD. The purpose of this portion of the PDD document is to state which land uses shall be allowed within the CSP Development PDD and to clearly define development within the area. However, by allowing these uses this does not obligate the Applicant / Owner to provide all of the uses or facilities herein. The allowed land uses and definitions shall be as follows:

For-Rent and/or For Sale Single Family Residential

- Single Family Residential Dwelling - A detached or attached home used exclusively for

residential purposes which is either (i) leased to its tenant(s) located on a single parcel of un-subdivided land or on subdivided platted lots and/or (ii) detached or attached homes sold to buyers/homeowners which homes shall be located on single subdivided platted lots. Dwelling units may have either private or shared access. Units may be arranged in a variety of configurations including detached, attached, back-to-back, side to side, vertical or any combination thereof.

- Home Sites - Individual un-platted parcels or individual platted lots available for short or long term lease for the rental homes or for owner occupied homes.
- Amenity Areas - including Club House / swimming pool / playground / bocce ball / cornhole / horseshoes / oyster tables / pickleball and tennis courts / amphitheater / fitness facility or other recreational amenities.
- Mail kiosks including drone delivery station(s)
- Utilities
- Recreational Amenity Uses such as, but not limited to:
 - Dog park
 - Multi-use field(s)
 - Gazebo
 - Kayak, canoe and boat storage areas
 - Trails or sidewalks
 - Bike paths
 - Mini-golf and/or golf putting green
 - Pavilion
 - Grilling areas
 - Common open space and other active and passive recreational uses
 - Maintenance Areas or Buildings
 - Planting/vegetable garden(s)

Design Standards and Regulations may be established for each area and use at the time of development permit, unless agreed at development permit approval or in this PDD, the standard for uses from the Jasper County Land Development Regulations shall apply.

Any easement that occurs within the property shall have the same land uses as any of the adjacent land uses. Any restrictions shall be based on the legal definition of the easement.

C. ALLOWED DENSITY WITHIN PLANNING AREAS

1. Preliminary planning for the Property contemplates the Residential land uses (including wetlands) for the entire property as depicted on the Conceptual Master Plan. The Conceptual Master Plan layout may be modified at the time of development permit application.

2. The total project is allowed a maximum of 275 Single Family Dwelling Units. The maximum size per dwelling unit shall be 2,500 square feet. The minimum dwelling unit shall be 800 square feet. The size and configuration of anticipated dwelling units displayed on the Conceptual Master Plan may be modified at the time of development permit. The submitted Conceptual Site Plan presently indicates 265 Single Family Dwelling Units.

3. Overall residential density may include both Attached and Detached Single Family Residential dwelling units.

D. DEFINITIONS OF LAND USE TERMS AND DENSITY TERMS

In the absence of a term definition in this Conceptual Master Plan or in the proposed CSP Development PDD with Jasper County, the definitions of the Jasper County Land Development Regulations shall apply in the interpretation of this Conceptual Master Plan. The definitions below shall generally describe the allowed uses and terms within the CSP Development PDD.

- 1. Acre
 - a. Gross Acre shall mean the entire acreage within the site boundaries.
 - b. Net Acre shall mean the acre which remains after deduction of easements for existing utilities, wetland buffers, and onsite wetlands.

2. Maintenance Areas

The maintenance areas will contain the facilities, tools, and equipment necessary to maintain the common properties and amenities within the CSP Development PDD. These facilities may be congregated on a central site or located in separate convenient sites for different services such as general community maintenance, recreation area maintenance or individual property regime maintenance.

Permitted uses include:

- a. Storage of vehicles and parts, boats, recreational vehicles, tools, supplies, and resident storage.
- b. Offices associated with community and maintenance.

3. Open Space

Total open space for the Property shall be calculated for the boundary of the Property and not on a site-specific basis for each parcel or phase of the Property, individual development or project. The Property shall provide at least 10% open space. Open space shall be calculated based upon the total gross acreage. Open space shall consist of the following:

- a. Landscape surface areas (areas not covered by buildings, parking, impervious surface) including manicured village greens or equivalent
- b. Lagoons, ponds, impoundments, and lakes (detention, retention, or recreational)
- c. Freshwater wetlands
- d. Wetland buffers
- e. Forest, wildlife preserves / corridors, conservation areas and greenbelts
- f. Community Park, amenity areas and community garden plots
- g. Recreation areas including swimming pools, tennis courts, playgrounds, multi-purpose fields, lawn games, gardens, etc.
- h. Pedestrian / bicycle trails /paths /nature trails
- i. Perimeter buffers

4. Setbacks, Lot Sizes and Buffers

- a. There shall be no minimum setbacks applied to the CSP Development PDD unless noted otherwise in this PDD document. Setbacks and buffers shall meet the minimum requirements established herein, and except as set forth in this PDD Standards, shall apply to the perimeter of the PDD only provided, however, that any required wetlands buffers shall apply according to law throughout the Property.
- b. Setbacks /buffer areas shall be provided for jurisdictional wetlands within the PDD. Setbacks / buffers for wetlands shall be 25 feet .
- c. Perimeter buffer standards shall include:
 - (i) At adjacent property boundaries to the east and to the north of the PDD (adjacent properties to east and north are jurisdictional wetlands) buffers shall be 20 feet at a minimum. See PDD Conceptual Master Plan for proposed perimeter buffers. A 50-foot buffer shall be provided along the property's boundary with the GC zoned property to its west. Underground utilities and stormwater management facilities are allowed in the perimeter buffer area.
 - (ii) At all buffers of the PDD, disturbances related to grading activities are allowed provided that the following preservation practices are met:
 - (A) Within 50-foot U.S. 278 highway buffer a minimum of 7 broadleaf overstory trees, 8 understory trees, and 35 shrubs shall be preserved or re-planted per 100 linear feet of U.S 278 frontage.
 - (iii) Highway 278 Corridor Overlay District (HCO) standards shall be adhered to provided that signage shall be governed by the provisions established by the future Master Plan.

d. Lot Areas and Setbacks

- (i) Single Family For Rent Homes and Single Family For Sale homes will have setback and yard requirements as set forth in the below TABLE 1:

CSP PDD DEVELOPMENT TABLE 1					
MEASUREMENTS FOR UNSUBDIVIDED AND SUBDIVIDED RESIDENTIAL					
Single Family Schedule of Lot Area, Yard, and Setbacks					
Minimum Lot Per Unit					
	SF	Patio⁴	Duplex⁵	Townhome⁶	Non-Resi⁷
Unsubdivided Residential (For Rent Only) ¹	NA	NA	NA	NA	NA
Subdivided Residential (For Sale and/or For Rent)	1700	NA	NA	1000	NA
Minimum Yard and Building Setback (feet)					
Single Family & Non-Residential Uses					
	SF	Patio⁴	Duplex⁵	Townhome⁶	Non-Resi⁷
Unsubdivided Residential Min lot width ²	NA	NA	NA	NA	NA
Subdivided Residential Min lot width	30	NA	NA	18	NA
Front Yard (Measured from Edge of Road R/W)					
Major Street (Multi-Lane)	NA	NA	NA	NA	
Major Street (Multi-Lane)	NA	NA	NA	NA	
Minor Street	10	NA	NA	10	NA
Side Yard³					
Residential	5	NA	NA	5	
Non-Residential					NA
Rear Yard³					
Residential	10	NA	NA	5	
Non-Residential					N/A

Notes:

1. "For Rent" homes can be situated on an unsubdivided single parcel and not on individual subdivided lots. Therefore, there are no legal fee simple lots with defined lot areas.
2. Because the "For Rent" homes can be situated on a unsubdivided single parcel

and not on individual subdivided fee simple lots, there are no defined lot dimensions.

3. For unsubdivided rental residential units, yard dimensions provided are minimum side yard and back yard depths. In all cases, there shall be 10' minimum clear between structures.
4. Patio homes are not an included product.
5. Duplexes are not an included product.
6. Townhomes are two or more attached units with 5' side yards at each end unit with 10' clear between adjacent structures.
7. Non-Resi is a non-residential/commercial use exclusive of community amenity improvements and leasing and sales offices. Non-Resi uses are not an included product.
8. Setbacks are measured to the front, side or rear face of the principal structure and excludes measurements to such things as HVAC equipment, stoops, ground level or upper-level decks, or similar ancillary structures.
9. Minimum easement width for storm drain pipe of 15" to 24" in size shall not be less than 10 feet.

5. Wetlands

This designation allows the following uses within wetlands. Freshwater wetlands on the property shall be those areas over which the applicable governmental agencies claim jurisdiction for freshwater wetlands. Unless restricted via a future Memorandum of Understanding (MPA) to the contrary, the following are permitted uses:

- a. Open space and buffers
- b. Conservation areas
- c. Activities in all wetland areas as permitted by the U.S. Army Corps of Engineers and/or the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management as applicable
- d. Disposal of reclaimed water as permitted by SCDHEC.
- e. Boardwalks, trails, bridges, and other permitted structures.
- f. Game Management

6. Utilities

This designation allows for utility service to serve the planning areas of the CSP Development PDD. The following land uses shall be allowed only after written approval from the Applicant / Owner and its consultants for location and design. Screening, buffering, and other aesthetic matters must meet or exceed the Jasper County Land Development Regulations and may be approved at the time of site development application.

- a. Potable water supply and distribution
- b. Wastewater collection, treatment, and disposal
- c. Stormwater collection, treatment and detention
- d. Irrigation
- e. Communication towers

- f. Satellite antennas
- g. Cable television facilities
- h. Telephone facilities
- i. Power transmission and distribution
- j. Fiber optic lines
- k. Other utility services i.e., Internet access and other telecommunication uses

Certain community-wide infrastructure is required for the development of any large, master-planned community. This infrastructure may include, but is not limited to the following:

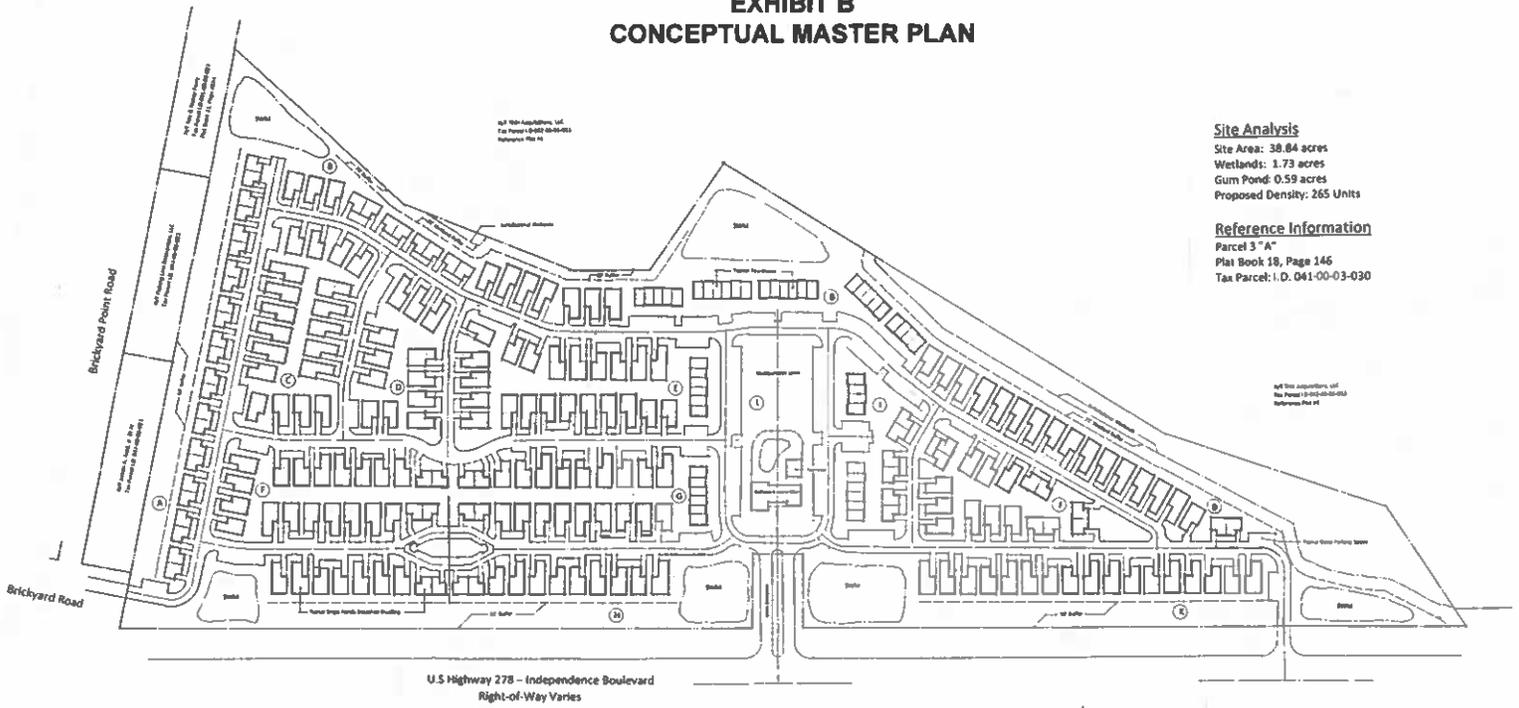
- 1. Arterial streets and primary access roads
- 2. Water supply
- 3. Wastewater Treatment and Effluent Disposal
- 4. Power substations
- 5. Central telephone facilities/ Cell phone towers
- 6. Stormwater Management Lagoons
- 7. Natural Gas Supply
- 8. Sewer Pump Station

Infrastructure serving the community (on-site and off-site) will be approved as part of the development plan approval process.

7. Design Standards

Design Standards shall be submitted at the Master Plan stage and may have standards deviating from the Jasper County Ordinances or this PDD, provided that health, safety, ingress/egress, and fire protection are addressed to the satisfaction of the County.

EXHIBIT B CONCEPTUAL MASTER PLAN



Site Analysis
 Site Area: 38.84 acres
 Wetlands: 1.73 acres
 Gum Pond: 0.59 acres
 Proposed Density: 265 Units

Reference Information
 Parcel 3 "A"
 Plat Book 18, Page 146
 Tax Parcel: I.D. 041-00-03-030

U.S. Highway 278 - Independence Boulevard
 Right-of-Way Varies



Conceptual Master Plan
 Single Family Residential Community
 CSP Development

Applicant: Conduit Street Partners, LLC
 Town of Hardeeville, Jasper County, SC
 Scale: 1" = 500'
 January 21, 2021

SECOND EXHIBIT TO ORDINANCE

EXHIBIT A-2

Updated Planned Development District Standards (REDLINED)

[attached]

PDD EXHIBIT A-2 "REDLINE"

CSP DEVELOPMENT PDD AND CONCEPTUAL MASTER PLAN

JASPER COUNTY, SC

JANUARY 2022/REVISED MARCH 2024

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SCHEDULE OF EXHIBITS:

Exhibit A	Site Location Map	Exhibit I	FEMA Flood Zones
Exhibit B	Conceptual Master Plan	Exhibit J	BJWSA Availability to Serve Letter
Exhibit C	Property Aerial	Exhibit K	Dominion Availability to Serve Letter
Exhibit D-1	Jasper County Zoning Map	Exhibit L	Palmetto Availability to Serve Letter
Exhibit D-2	Hardeeville Zoning Map	Exhibit M	Hargray Availability to Serve Letter
Exhibit E	Wetlands Deliniation	Exhibit N	Archaeological Report
Exhibit F	Boundary Survey	Exhibit O	Concept Development Schedule
Exhibit G	USDA Soils Data	Exhibit P	Fire Station and EMS Locations

Exhibit H Topography

Exhibit Q Thomas & Hutton Traffic Memo

APPLICANT AND PLANNING TEAM

Owner.....Paul H. Anderson, Emily A. Tillman
& John F. Anderson

Developer / Applicant.....Conduit Street Partners, LLC
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Mr. Peter Zadoretzky

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Savannah, GA
John D. Northup III, Esq.

**CSP DEVELOPMENT
PLANNED DEVELOPMENT DISTRICT
AND
CONCEPTUAL MASTER PLAN**

SECTION I:**INTRODUCTION AND NARRATIVE**

The Conduit Street Partners, LLC project currently consists of one parcel located in Jasper County, SC. Currently, the parcel is zoned Rural Preservation ("RP") and is identified as PIN no. 041-00-03-030. The property is approximately 38.84 acres with substantial frontage on the north side of U.S. Highway 278 situated between the Hilton Head Lakes North development to its east and the Prime Storage facility to its west. The property is surrounded by City of Hardeeville land nearly all of which is zoned PDD with a very small area zoned GC (the Prime Storage property). The property has been in the Anderson Family estate for many years and was originally part of the J.A. Coleman Estate. **Exhibit A Site Location Map** is attached.

The property is under agreement to be purchased from the Anderson family members by the Applicant, Conduit Street Partners, LLC, who are pursuing a new PDD zoning encompassing all the parcel to allow for the property to be developed under the stipulations set forth by the proposed PDD zoning in accordance with the Jasper County Zoning Ordinance (ZO) and Land Development Regulations (LDR) in effect at the time of submittal of this rezoning application. Upon approval, the benefits of the proposed PDD Standards shall apply to the Applicant / Owner and its successors and assignees. For the purposes of the PDD and **Exhibit B Conceptual Master Plan**, the parcel is hereby known as a single project ("CSP Development") in this document henceforth.

A. THE PROPERTY

1. The CSP Development property is a raw, unimproved forested, predominately uplands parcel in Jasper County. There are no nor have there ever been any existing buildings, structures, or other facilities on the property. The property is surrounded by PDD zoned Hardeeville land to its east, north and south and by Hardeeville GC zoned land to its west. It is bounded on its eastern side by the Hilton Head Lakes North development – a large, golf course residential community and one of the initial phases of the Hardeeville West Argent PDD development project. To the north and contiguous to the CSP Development is an undeveloped, principally forested, and regulated wetlands parcel which is also part of the West Argent PDD development project. West of the property is an existing Prime Storage facility situated on land located in Hardeeville and zoned GC. The southern property line of the property is frontage along the north side of highway U.S. 278 – a four lane divided, center median, limited access highway. And on the other/south side of U.S. 278 across the highway from the CSP Development there are two major Hardeeville PDD land parcels. One of the parcels is a part of the existing Latitude Margaritaville development and is at the present time planned to be Margaritaville's future 70-acre retail/commercial phase. The second parcel that is to the west and contiguous with the Latitude Margaritaville land is another very large Hardeeville PDD land parcel known as the Morgan PDD project. Both land tracts on the south side of U.S. 278 immediately across the highway from the proposed CSP Development are raw, unimproved but PDD zoned properties with existing Hardeeville

development agreements. Combined, the West Argent PDD, the Latitude Margaritaville PDD and the Morgan Tract PDD amount to approximately 10,500 acres of Hardeeville development parcels zoned PDD. The CSP Development 38.84-acre parcel has just under 2,700 feet of frontage along the north side of U.S. 278 and will access this highway at one central location in alignment with an existing median break. The CSP Development property will also have access to existing Brickyard Road at the road's eastern termination point which is located at the property's western property line. A **Property Aerial (Exhibit C)**, a **Jasper County Zoning Map (Exhibit D-1)** and a **Hardeeville Zoning Map (Exhibit D-2)** are provided.

2. The proposed PDD consists of approximately 38.84 acres and has an anticipated area of approximately 37 acres of uplands and approximately 1.5 acres of jurisdictional wetlands, and 0.5 acres of non-jurisdictional wetlands (excluded waters – gum pond) based upon a preliminary wetland exhibit prepared by Newkirk Environmental, dated December 2021 (see **Exhibit E Wetlands Delineation**). The delineation of the wetlands within the property have been submitted to the Army Corps of Engineers to obtain a valid Jurisdictional Determination. The Conceptual Plan has taken into account the jurisdictional wetlands and has avoided any development impacts to these areas. The property does not have any critical area or frontage on salt marsh or creeks.

3. **Exhibit F Boundary Survey** depicts the property boundary.

4. **Exhibit G USDA Soils Data** depicts soils types of the property

5. **Exhibit H Topography** depicts topographic information for the CSP Development property. GIS data topography was used for the purposes of the exhibit. Elevations on the site range from elevation 10.0 along its northern edge sloping quickly upwards to the property's interior where grades are relatively flat averaging between elevations 18.0 to 20.0 with two small knolls on the west end of the property averaging elevation 24.0. **Exhibit I FEMA Flood Zones Map** depicts the 2019 FEMA flood zones which indicate that the property is in FEMA zone "X" which is defined to be an area of minimal flood hazard generally above or outside the 500-year flood level. Finished floor elevations of building structures will adhere to current Flood Zone requirements of the Jasper County Land Development Regulations.

B. PLANNED DEVELOPMENT DISTRICT PROCESS

1. The Planned Development District (PDD) was established by the Jasper County to encourage flexibility in the development of land to promote its most appropriate, economical, and efficient use as well as to encourage creative design and produce a better environment particularly for large undeveloped tracts. The purpose of the PDD is to, among other things, permit development for specialized purposes which are planned and developed on a unified basis. In this case the specialized purpose is a first-class Single-Family Rental Home ("SFR") community as proposed by Conduit Street Partners, LLC. The homes themselves will be of unique design, tasteful architecture and generally resemble ~~residential cottage, villa and/or patios~~ single family detached and townhouse home types. The community will be under one ownership structure which will maintain most all aspects of the community, i.e., its infrastructure including its roads, the interior and exteriors of the homes and the grounds on which they are constructed including the community amenities and open spaces.

C. CONCEPTUAL MASTER PLAN

It is anticipated that the Conduit Street Development property will be developed over a period of no more than four to five years in as many as two phases in accordance with the Conceptual Master Plan as set forth in this document and as the same may be supplemented by subsequent master and development plans submitted pursuant to the provisions of this PDD (see **Exhibit N Concept Development Schedule**). The Conceptual Master Plan sets forth the general scope of the development including number of allowed units, development standards, infrastructure requirements, and other guidelines. In addition to the Conceptual Master Plan, development of the Property will be controlled by other provisions of the PDD.

The goal of this PDD is to produce a development that raises the quality of life and development standards in the area while also anticipating the County's existing and future needs for naturally affordable single-family homes.

The Conduit Street Development Conceptual Master Plan displays a general and privately owned and maintained roadway layout, general housing unit layout, open space areas as well as amenities that will serve the property. The final locations of these site elements may vary at the time of development permit. Proposed land uses in the development are detailed under Section 2 - Land Use Designation and Definitions.

The Conceptual Master Plan seeks to maintain open space requirements set forth in Section II, D.3 of this PDD. The open space and amenities will be owned and maintained by the Applicant / Owner, or other legally designated entity. Property deeded to a governmental or private utility entity will be the maintenance responsibility of that entity.

The Conceptual Master Plan and the provisions of this PDD will constitute the zoning for the Property and a waiver from the current Jasper County codes and regulations where differences occur. However, activities in the PDD shall conform to all other Jasper County Zoning Ordinance and Land Development Regulations where differences do not occur.

The provisions of the Conceptual Master Plan shall apply to development of the property. In the event of a conflict, the hierarchy of documents will be the "to be approved", (i) Development Agreement (DA), (ii) the PDD and Conceptual Master Plan and, (iii) the Master Plan (MP).

D. ENVIRONMENTAL PROTECTION

1. As part of the development process, the CSP Development will meet or exceed the stormwater management requirements of Jasper County, and the requirements of South Carolina Department of Health and Environmental Control (DHEC) and Office of Ocean and Coastal Resource Management (OCRM). The Applicant / Owner will prepare stormwater management plans for the project as it is developed in accordance with a stormwater drainage master plan to be prepared by a professional engineering firm licensed by the State of South Carolina. The stormwater drainage master plan will address the hydrological characteristics of the entire site as well as adjacent drainage patterns of relative importance. The plan will address pre-development conditions and post-development stormwater management for flood control and sediment reduction. This plan will also address storm water quality through, among other things, the use of

several types of BMP's (as established by the stormwater standards of the applicable state and federal governmental regulations) to enhance water quality and protect the adjacent wetlands.

2. Approximately 4 percent of the site consists of regulated jurisdictional wetlands. Exhibit E is a preliminary wetland plan prepared by Newkirk Environmental dated December 2021 which depicts the preliminary observation of wetlands vs uplands for the project area. The wetland plan has been submitted to the Army Corps of Engineers to obtain a jurisdictional determination prior to development of the property.

3. There will be no development impacts to the regulated jurisdictional wetlands. Subject to the approval of the Office of Ocean and Coastal Resource Management, the CSP Development will seek to remove/fill the non-regulated "gum pond" located in proximity to the project's proposed main entrance off highway U.S. 278.

E. WATER AND SEWER SERVICE

Water and sewer service will be provided to the CSP Development by Beaufort Jasper Water and Sewer Authority. Preliminary planning for the water and sewer systems will be provided at the time of Initial Master Plan submittal to Jasper County. Preliminary discussions with Beaufort-Jasper Water and Sewer Authority (BJWSA) indicate a willingness to serve the property. BJWSA operates and maintains water and sewer systems within their service area upon completion by the developer and acceptance by the Authority. See **Exhibit J BJWSA Availability to Serve Letter**.

F. UTILITY SERVICE

1. The CSP Development property is in the service territory of Dominion Energy for natural gas services, See **Exhibit K Dominion Energy Availability to Serve Letter**. The Applicant / Owner will coordinate with Dominion Energy regarding planning for the CSP Development project.

2. The CSP Development property is in the service territory of Palmetto Electric Cooperative for electric services, See **Exhibit L Palmetto Availability to Serve Letter**. The Applicant / Owner will coordinate with Dominion Energy regarding planning for the CSP Development project.

3. Hargray or/or another licensed provider will provide internet and communication services to the CSP Development property. The Applicant/Owner will coordinate with the provider regarding planning and installation of these services. All servicing is anticipated to be via fiber optics cable to include broadband capability. See **Exhibit M Hargray Availability to Serve Letter**.

4. Other Utility services shall be provided by legally established entities at the discretion of the Applicant / Owner, provided such are in accordance with the franchising ordinances/licensing with the County.

5. Utilities will be underground except as reasonably necessary for above ground support facilities.

G. ROADWAYS AND TRAFFIC

1. The CSP Development PDD shall have on-site roads designed and constructed to the standards of the Jasper County Land Development Regulations or other engineering standards reasonably acceptable to the Jasper County Engineer. Roadway construction within SCDOT right-of-way's will be in accordance with SCDOT standards. Roadway section details will be submitted for review at time of development permit approval. Interconnectivity to other adjoining tracts of land is not proposed. Public access into or across other private developments will not be required. Roadway design standards may be modified subject to the approval of Jasper County to reduce environmental impacts provided safety concerns are not compromised. All onsite roads shall be privately owned and maintained.

2. The Applicant / Owner intends to create up to three new points of vehicular access to existing public roads and highways for the project. The first is proposed to be a main entrance ingress and egress to U.S. 278 located and aligned with the center most existing highway median cut. The second access location is anticipated to provide ingress and egress to U.S. 278 at the highway's median cut fronting the eastern end of the property. The third point of vehicular connectivity is planned as a proposed connection with existing Brickyard Road at the roads point of termination at the property's western property line and adjacent to the U.S. 278 right-of-way. A traffic plan study will be provided at the Master Plan stage. The traffic study shall be reviewed by the SCDOT and final configuration for the new accesses will be governed by the SCDOT. Final entrance configuration and locations will be based upon SCDOT guidelines at the time of development permit.

3. Access to the CSP Development PDD may be restricted and/or gated appropriately at the Applicant / Owner's discretion. Sidewalks and possibly trails shall be provided within the PDD at appropriate locations. The frequency and location of sidewalks or pathways shall be established based upon anticipated pedestrian circulation within the project. Sidewalks and trails shown on the Conceptual Master Plan are conceptual in nature and are subject to change over the course of the development permit process.

4. Notwithstanding the provisions of section G hereof, roadway design standards may be modified to reduce environmental impacts provided safety concerns are not compromised. To protect and preserve significant natural property attributes including avoiding wetland impacts, such design will be encouraged.

5. Reference **Thomas & Hutton Traffic Memo Exhibit Q** for preliminary traffic analysis and commentary concluding no material traffic impacts to existing road systems.

6. TREE PRESERVATION AND REPLACEMENT

The CSP Development shall meet or exceed the minimum allowable post development tree coverage requirements of Jasper County. Trees required and/or worthy of preserving shall be incorporated into buffer areas around jurisdictional wetlands, in required buffer yards and in the required Highway Corridor Overlay District 50' buffer parallel and adjacent to the U.S. 278 Highway.

In those cases where the minimum allowable tree coverage cannot be met by preservation within a required buffer area, replacement trees shall be planted to meet the tree types and quantities as required by code. Trees to be preserved in buffer areas shall be identified and located by a tree survey within the CSP Development PDD.

Plantings, including trees, situated in any buffer area shall be maintained in good health and any dead or damaged plants will be replaced. And if any tree in a buffer is severely damaged due to weather or other reasons, all severely damaged trees shall be replaced no later than the end of the next dormant season.

I. PARKING

Parking for the CSP Development community shall be provided by a combination of attached and/or detached residential parking garages and their corresponding driveways, and community surface parking lots for overflow parking, the community amenity areas and leasing offices. All parking shall be generally consistent with Jasper County development standards or as otherwise proposed by the Applicant/Owner and approved by Jasper County.

J. STORMWATER MANAGEMENT

The CSP Development PDD shall conform to the Stormwater Management Provisions of the Jasper County Land Development Standards including but not necessarily limited to the Jasper County Stormwater Management Design Manual and applicable state and federal requirements. Among other things, the post-development peak runoff discharge rate for the 2-, 10- and 25-year, 24-hour design storm events will be designed to control these rates to pre-development discharge rates. Additionally, the CSP Development PDD shall design its stormwater system to manage a 100-year, 24-hour storm event without causing damage to on-site and offsite structures. Sufficient stormwater best management practices will be employed in the development of the PDD to ensure runoff leaving the site does not degrade water quality of the surrounding receiving waters.

K. CULTURAL AND HISTORICAL RESOURCES

As part of a comprehensive study of the property a Phase I and Phase II archeological investigations and studies were conducted by Brockington & Associates. The investigations have concluded that there are no archeological sites eligible for the National Register requiring preservation or management considerations on the property. **Exhibit N Archeological Report** is attached.

L. EMERGENCY SERVICES

Fire and emergency medical services will be provided to the residents of the CSP Development by no less than two Jasper County Fire-Rescue stations which are located less than 5 miles from the property. **FIRE STATION AND EMS LOCATIONS EXHIBIT P** is attached identifying Jasper County Fire Stations 34 and 35 and their distances (each less than 5 miles) and times in route to the CSP Development.

SECTION II:**LAND USE DESIGNATION AND DEFINITIONS****A. INTRODUCTION and NARRATIVE**

The Conceptual Master Plan consists of an area of approximately 38.84 acres. The proposed predominate uses shall include but not be necessarily limited to:

- For-Rent Single Family Residential situated on an unsubdivided parcel(s) and/or on subdivided individual platted lots
- Single Family For Sale Residential situated on subdivided individual platted lots
- Active and passive community amenity areas
- Model homes and leasing and sales centers
- Site infrastructure

The land use areas indicated on the Conceptual Master Plan are not intended to be rigid exact boundaries for future improvements. The Conceptual Master Plan PDD for the CSP Development shall maintain flexibility to accommodate specific soils conditions, environmental concerns, physical constraints, market conditions and design parameters and as such, the exact location of boundary lines and any proposed buildings or structures, between land uses and their subsequent location and size indicated within the planning area shall be subject to change at the time of the Master Plan Phase and Development Permit Plan submission; provided that maximum densities and other conditions of the Development Agreement between the Applicant / Owner and Jasper County, South Carolina will be adhered to strictly, unless adjustments are requested by the Applicant / Owner and approved by Jasper County.

All rental residential dwelling units shall be owned, controlled and maintained by the Applicant or its assigns or successors which units may be located on an unsubdivided parcel or individual platted lots, amenities Amenities, on-property infrastructure and improvements not dedicated or otherwise conveyed to public or private third parties (such as a homeowner's association) shall be shall be owned, controlled and maintained by the Applicant / Owner or its successors.

If at any time in the future rental homes that are situated on subdivided platted lots are sold and owner occupied, these housing units shall be owned, controlled, and maintained by their individual owners.

B. ALLOWED LAND USES

The following land uses shall be permitted in the CSP Development PDD. The purpose of this portion of the PDD document is to state which land uses shall be allowed within the CSP Development PDD and to clearly define development within the area. However, by allowing these uses this does not obligate the Applicant / Owner to provide all of the uses or facilities herein. The allowed land uses and definitions shall be as follows:

For-Rent and/or For Sale Single Family Residential

- ~~For-Rent~~ Single Family Residential Dwelling - A detached or attached home used

exclusively for residential purposes which is either (i) leased to its tenant(s) located on a single parcel of unsubdivided land or on subdivided platted landlots and/or (ii) detached or attached homes sold to buyers/homeowners which homes shall be located on single subdivided platted lots. Dwelling units may have either private or shared access. Units may be arranged in a variety of configurations including detached, attached, back-to-back, side to side, vertical or any combination thereof.

- Home Sites - Individual un-platted parcels or individual platted sites-lots available for short or long term lease for the rental homes or for owner occupied homes.
- Amenity Areas - including Club House / swimming pool / playground / bocce ball / cornhole / horseshoes / oyster tables / pickleball and tennis courts / amphitheater / fitness facility or other recreational amenities.
- Mail kiosks including drone delivery station(s)
- Utilities
- Recreational Amenity Uses such as, but not limited to:
 - Dog park
 - Multi-use field(s)
 - Gazebo
 - Kayak, canoe and boat storage areas
 - Trails or sidewalks
 - Bike paths
 - Mini-golf and/or golf putting green
 - Pavilion
 - Grilling areas
 - Common open space and other active and passive recreational uses
 - Maintenance Areas or Buildings
 - Planting/vegetable garden(s)

Design Standards and Regulations may be established for each area and use at the time of development permit, unless agreed at development permit approval or in this PDD, the standard for uses from the Jasper County Land Development Regulations shall apply.

Any easement that occurs within the property shall have the same land uses as any of the adjacent land uses. Any restrictions shall be based on the legal definition of the easement.

C. ALLOWED DENSITY WITHIN PLANNING AREAS

1. Preliminary planning for the Property contemplates the ~~For-Rent~~ Residential land uses (including wetlands) for the entire property as depicted on the Conceptual Master Plan. The Conceptual Master Plan layout may be modified at the time of development permit application.

2. The total project is allowed a maximum of 275 ~~For-Rent~~ Single Family Dwelling Units. The maximum size per dwelling unit shall be 2,500 square feet. The minimum dwelling unit shall be 800 square feet. The size and configuration of anticipated dwelling units displayed on the Conceptual Master Plan may be modified at the time of development permit. The submitted Conceptual Site Plan presently indicates 265 ~~For-Rent~~ Single Family Dwelling Units.

3. Overall residential density may include both Attached and Detached Single Family Residential dwelling units.

D. DEFINITIONS OF LAND USE TERMS AND DENSITY TERMS

In the absence of a term definition in this Conceptual Master Plan or in the proposed CSP Development PDD with Jasper County, the definitions of the Jasper County Land Development Regulations shall apply in the interpretation of this Conceptual Master Plan. The definitions below shall generally describe the allowed uses and terms within the CSP Development PDD.

1. Acre
 - a. Gross Acre shall mean the entire acreage within the site boundaries.
 - b. Net Acre shall mean the acre which remains after deduction of easements for existing utilities, wetland buffers, and onsite wetlands.

2. Maintenance Areas

The maintenance areas will contain the facilities, tools, and equipment necessary to maintain the common properties and amenities within the CSP Development PDD. These facilities may be congregated on a central site or located in separate convenient sites for different services such as general community maintenance, recreation area maintenance or individual property regime maintenance.

Permitted uses include:

- a. Storage of vehicles and parts, boats, recreational vehicles, tools, supplies, and resident storage.
- b. Offices associated with community and maintenance.

3. Open Space

Total open space for the Property shall be calculated for the boundary of the Property and not on a site-specific basis for each parcel or phase of the Property, individual development, or project. The Property shall provide at least 10% open space. Open space shall be calculated based upon the total gross acreage. Open space shall consist of the following:

- a. Landscape surface areas (areas not covered by buildings, parking, impervious surface) including manicured village greens or equivalent
- b. Lagoons, ponds, impoundments, and lakes (detention, retention, or recreational)
- c. Freshwater wetlands
- d. Wetland buffers
- e. Forest, wildlife preserves / corridors, conservation areas and greenbelts
- f. Community Park, amenity areas and community garden plots
- g. Recreation areas including swimming pools, tennis courts, playgrounds, multi-purpose fields, lawn games, gardens, etc.
- h. Pedestrian / bicycle trails /paths /nature trails
- i. Perimeter buffers

4. Setbacks, Lot Sizes and Buffers

- a. There shall be no minimum setbacks applied to the CSP Development PDD unless noted otherwise in this PDD document. Setbacks and buffers shall meet the minimum requirements established herein, and except as set forth in this PDD Standards, shall apply to the perimeter of the PDD only provided, however, that any required wetlands buffers shall apply according to law throughout the Property.
- b. Setbacks /buffer areas shall be provided for jurisdictional wetlands within the PDD. Setbacks / buffers for wetlands shall be 25 feet .
- c. Perimeter buffer standards shall include:
 - (i) At adjacent property boundaries to the east and to the north of the PDD (adjacent properties to east and north are jurisdictional wetlands) buffers shall be 20 feet at a minimum. See PDD Conceptual Master Plan for proposed perimeter buffers. A 50-foot buffer shall be provided along the property's boundary with the GC zoned property to its west. Underground utilities and stormwater management facilities are allowed in the perimeter buffer area.
 - (ii) At all buffers of the PDD disturbances related to grading activities are allowed provided that the following preservation practices are met:
 - (A) Within 50-foot U.S. 278 highway buffer a minimum of 7 broadleaf overstory trees, 8 understory trees, and 35 shrubs shall be preserved or re-planted per 100 linear feet of U.S 278 frontage.
 - (iii) Highway 278 Corridor Overlay District (HCOD) standards shall be adhered to provided that signage shall be governed by the provisions established by the future Master Plan.

(iii)

d. Lot Areas and Setbacks

(i) Single Family For Rent Homes and Single Family For Sale homes will have setback and yard requirements as set forth in the below TABLE 1:

CSP PDD DEVELOPMENT TABLE 1					
MEASUREMENTS FOR UNSUBDIVIDED AND SUBDIVIDED RESIDENTIAL					
Single Family Schedule of Lot Area, Yard, and Setbacks					
Minimum Lot Per Unit					
	SF	Patio⁴	Duplex⁵	Townhome⁶	Non-Resi⁷
Unsubdivided Residential (For Rent Only) ¹	NA	NA	NA	NA	NA
Subdivided Residential (For Sale and/or For Rent)	1700	NA	NA	1000	NA
Minimum Yard and Building Setback (feet)					
Single Family & Non-Residential Uses					
	SF	Patio⁴	Duplex⁵	Townhome⁶	Non-Resi⁷
Unsubdivided Residential Min lot width ²	NA	NA	NA	NA	NA
Subdivided Residential Min lot width	30	NA	NA	18	NA
Front Yard (Measured from Edge of Road R/W)					
Major Street (Multi-Lane)	NA	NA	NA	NA	-
Major Street (Multi-Lane)	NA	NA	NA	NA	-
Minor Street	10	NA	NA	10	NA
Side Yard³					
Residential	5	NA	NA	5	-
Non-Residential	-	-	-	-	NA
Rear Yard³					
Residential	10	NA	NA	5	-
Non-Residential	-	-	-	-	N/A

Notes:

1. "For Rent" homes can be situated on an unsubdivided single parcel and not on individual subdivided lots. Therefore, there are no legal fee simple lots with defined lot areas.

2. Because the "For Rent" homes can be situated on a unsubdivided single parcel and not on individual subdivided fee simple lots, there are no defined lot dimensions.
3. For unsubdivided rental residential units, yard dimensions provided are minimum side yard and back yard depths. In all cases, there shall be 10' minimum clear between structures.
4. Patio homes are not an included product.
5. Duplexes are not an included product.
6. Townhomes are two or more attached units with 5' side yards at each end unit with 10' clear between adjacent structures.
7. Non-Resi is a non-residential/commercial use exclusive of community amenity improvements and leasing and sales offices. Non-Resi uses are not an included product.
8. Setbacks are measured to the front, side or rear face of the principal structure and excludes measurements to such things as HVAC equipment, stoops, ground level or upper-level decks, or similar ancillary structures.
9. The required easement width for storm drainpipe of 15" to 24" in size shall not be less than 10 feet.

5. Wetlands

This designation allows the following uses within wetlands. Freshwater wetlands on the property shall be those areas over which the applicable governmental agencies claim jurisdiction for freshwater wetlands. Unless restricted via a future Memorandum of Understanding (MPA) to the contrary, the following are permitted uses:

- a. Open space and buffers
- b. Conservation areas
- c. Activities in all wetland areas as permitted by the U.S. Army Corps of Engineers and/or the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management as applicable
- d. Disposal of reclaimed water as permitted by SCDHEC.
- e. Boardwalks, trails, bridges, and other permitted structures.
- f. Game Management

6. Utilities

This designation allows for utility service to serve the planning areas of the CSP Development PDD. The following land uses shall be allowed only after written approval from the Applicant / Owner and its consultants for location and design. Screening, buffering, and other aesthetic matters must meet or exceed the Jasper County Land Development Regulations and may be approved at the time of site development application.

- a. Potable water supply and distribution
- b. Wastewater collection, treatment, and disposal
- c. Stormwater collection, treatment and detention
- d. Irrigation
- e. Communication towers

- f. Satellite antennas
- g. Cable television facilities
- h. Telephone facilities
- i. Power transmission and distribution
- j. Fiber optic lines
- k. Other utility services i.e., Internet access and other telecommunication uses

Certain community-wide infrastructure is required for the development of any large, master-planned community. This infrastructure may include, but is not limited to the following:

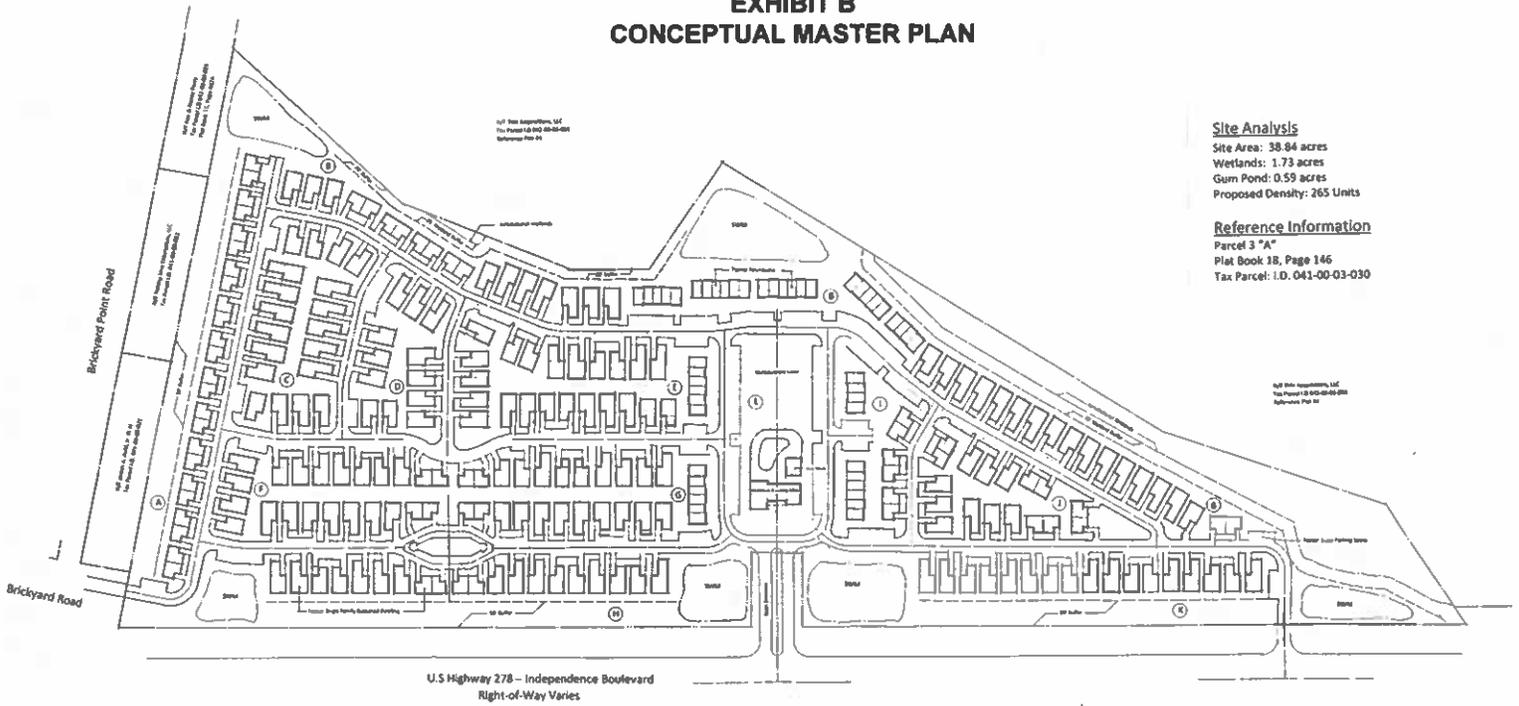
- 1. Arterial streets and primary access roads
- 2. Water supply
- 3. Wastewater Treatment and Effluent Disposal
- 4. Power substations
- 5. Central telephone facilities/ Cell phone towers
- 6. Stormwater Management Lagoons
- 7. Natural Gas Supply
- 8. Sewer Pump Station

Infrastructure serving the community (on-site and off-site) will be approved as part of the development plan approval process.

7. Design Standards

Design Standards shall be submitted at the Master Plan stage and may have standards deviating from the Jasper County Ordinances or this PDD, provided that health, safety, ingress/egress, and fire protection are addressed to the satisfaction of the County.

EXHIBIT B CONCEPTUAL MASTER PLAN



Site Analysis

Site Area: 38.84 acres
 Wetlands: 1.73 acres
 Gum Pond: 0.59 acres
 Proposed Density: 265 Units

Reference Information

Parcel 3 "A"
 Plat Book 18, Page 146
 Tax Parcel: I.D. 041-00-03-030

U.S. Highway 278 - Independence Boulevard
 Right-of-Way Varies



Conceptual Master Plan

CSP Development
Single Family Rental Community
 Applicant: Conduit Street Partners, LLC
 Town of Hardeeville, Jasper County, SC

Scale: 1" = 500' 0" January 27, 2022

THIRD EXHIBIT TO ORDINANCE

EXHIBIT B-1

Updated Development Agreement (CLEAN)

[attached]

EXHIBIT B-1

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER) DEVELOPMENT AGREEMENT
) CSP DEVELOPMENT TRACT

This Development Agreement ("Agreement") is made and entered this _____ day of _____, 2022 (the "Effective Date"), by and between Conduit Street Partners, LLC (a Maryland Limited Liability Company) ("Owner") and the governmental authority of the Jasper County, South Carolina ("County").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

WHEREAS, the Act recognizes that the lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and,

WHEREAS, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

WHEREAS, the Act further authorizes local governments, including County governments, to enter Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, Owner is the contract purchaser of approximately 38.84 acres, generally to be known as CSP Development, and being more particularly described in Exhibit A and proposes to develop, or cause to be developed, therein Residential uses, to include the potential of any alternative allowed uses, including accessory and complimentary uses as described in the Planned Development District Standards adopted contemporaneously herewith by separate County Ordinance No. O-2022-16; and,

WHEREAS, the County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

WHEREAS, the County finds that the program of development proposed by Owner for this Property is consistent with the County's comprehensive land use plan; and will further the health, safety, welfare and economic well-being of the County and its residents; and,

WHEREAS, the program for development of the Property presents an opportunity for the County to secure quality planning and growth to protect the environment and strengthen and revitalized the tax base; and,

WHEREAS, this Development Agreement is being made and entered between Owner and the County, under the terms of the Act, for the purpose of providing assurances to Owner that it may proceed with its development plan under the terms hereof, as hereinafter defined, consistent with Jasper County Zoning Ordinance and the Planned Development District Standards for the CSP Development (as herein defined) without encountering future changes in law which would affect the ability to develop under the Jasper County Zoning Ordinance and the Planned Development District Standards for the CSP Development Tract, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the County, and for the purpose of providing certain funding and funding sources to assist the County in meeting the service and infrastructure needs associated with the

development authorized hereunder;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and Owner by entering into this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

I. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth in Section 6-31-10(B) of the Act.

II. DEFINITIONS.

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

"Adjustment Factor" shall mean the greater of three percent 3% per annum or the annual inflation factor supplied to local governments by the SC Department of Revenue and Fiscal Affairs for use by local governments in determining allowable millage increases, such adjustment to be applied on July 1st of each year with the first adjustment being applied July 1, 2023.

"Agreement" shall mean this Development Agreement as amended by the County and Developer in writing from time to time.

"Association" shall mean one (1) or more property owners' associations established to maintain portions of the Property, if such is ever formulated, which is not expected for that portion(s) of the Property that is developed as rental units which are under single ownership, as contemplated under the PDD.

“BJWSA” shall mean the Beaufort/Jasper Water and Sewer Authority, its successors or assigns.

“Civic Fund” shall mean the segregated interest bearing Escrow Account into which all Development Fees for Police, EMS and Fire are contributed pursuant to Section XI herein.

“Conceptual Master Plan” shall mean the Conceptual Master Plan adopted as part of the Planned Development District Standards (“CSP PDD Standards”) by the County,.

“CSP PDD” means the Planned Development District for the CSP Development approved by the County by Ordinance Number 0-2022-16, concurrently with its approval of this Agreement

“CSP PDD Standards” means the development standards applicable to the CSP PDD, including the Conceptual Master Plan, as adopted by the County in connection with its approval of the CSP PDD, attached hereto or incorporated by reference as **Exhibit B.**

“Current Legal Owner” means Paul H. Anderson, Emily A Tillman, and John F. Anderson, who have contracted with Conduit Street Partners, LLC to sell the Property.

“County” shall mean Jasper County, South Carolina.

“DHEC” shall mean the South Carolina Department of Health and Environmental Control

“Developer” means the Owner, along with any and all successors in title, assigns or lessees of the Owner who are transferred in writing from the Owner all or a portion of the Development Rights under this Agreement and undertake Development of any portion of the Property, as applicable in the context where such term is used.

“Development” means the development of portions of the Property as contemplated in the Zoning Regulations.

“Development Fees” or **“Developer Fees”** shall have the meaning set forth in Paragraph XI.

“Development Rights” means Development undertaken by the Owner or Developers in accordance with the Zoning Regulations and this Development Agreement

"OCRM" means the South Carolina Office of Ocean and Coastal Resource Management

"Owner" means Conduit Street Partners, LLC, a Maryland limited liability company, its corporate successors and any assignee, whereby such interest is assigned in writing to it by Owner. Owner has a present equitable interest in the Property by virtue of a contract to purchase with Current Legal Owner.

"Park Fund" shall mean the segregated interest bearing Escrow Account into which all Development Fees for Parks are contributed pursuant to Section XI herein.

"CSP Development", "CSP Tract" or "Property" means that certain tract of land described on Exhibit A, as may be amended with the Agreement of the County and Owner.

"Project" means the Development that will occur within and upon the CSP Tract.

"Roadway Fund" shall mean the segregated interest bearing account into which all Development Fees for Roads are contributed until utilized for public roadway improvements pursuant to Section XI herein.

"Term" means the duration of this agreement as set forth in Section III hereof.

"Zoning Ordinance" means the Jasper County Zoning Ordinance adopted November 13, 2007, as amended through the Effective Date hereof, and attached hereto as Exhibit C and incorporated herein by reference.

"Zoning Regulations" means the CSP PDD establishing a Planned Development District for the Property, and all the attachments thereto, including but not being limited to the PDD Conceptual Master Plan, all narratives, applications, and site development standards thereof (a copy of all of which is attached hereto marked Exhibit B and/or incorporated herein by reference), all as same may be hereafter amended by mutual agreement of the County and the Owner, this Development Agreement, and the Jasper County Development Ordinance(s) being codified with Municode© and current on Municode© through Supplement No. 3 as of June 21, 2021 as amended through the Effective Date of this Agreement, except as the provisions thereof may be

clarified or modified by the terms of the CSP PDD and this Agreement, and all other applicable statutes, ordinances and regulations governing uses and development of the Property.

III. TERM.

The term of this Agreement commenced on the date this Agreement was executed by the County and Owner and terminates Five (5) years thereafter ("Termination Date"). This is the maximum initial term permitted by law for the Property. Nothing in this Agreement shall be interpreted to preclude the Parties from extending the Termination Date by mutual agreement or from entering into subsequent development agreements.

IV. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Zoning Regulations and this Agreement. All costs charged by or to the County for reviews required by the Jasper County Zoning and Development Ordinance(s) shall be paid by the Owner or Developer or other party applying for such review as generally charged throughout the County for plan review. The County shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement.

V. CHANGES TO ZONING REGULATIONS.

The Zoning Regulations relating to the Property subject to this Agreement shall not be amended or modified during the Term, without the express written consent of the Owner except in accordance with the procedures and provisions of Section 6-31-80(B) of the Act, which Owner shall have the right to challenge. Owner does, for itself and its successors and assigns, including Developers and notwithstanding the Zoning Regulations, agrees to be bound by the following:

1. The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage and square footage of structure, as applicable, subject to the transfer. Developers

transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to file with the County an acknowledgment of this Agreement and a commitment to be bound by it.

2. The Owners and Developers, and their respective heirs, successors and assigns agree that all Development, with the exception of irrigation, incidental maintenance facilities, and similar amenities which exist from time to time, and facilities existing at the date of this Agreement will be served by potable water and public sewer prior to occupancy, except as otherwise provided herein for temporary use, temporary being defined as one year or less. Septic tanks and/or wells may be allowed with the permission of BJWSA where there is a specific finding that such use for specific portions of the Property will comply with the overall environmental standards.

VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as **Exhibit D**, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner / Developers in the future, shall not be considered a material amendment or breach of the Agreement.

VII. DENSITY.

The criteria as set forth in Section II of the CSP PDD Standards shall apply with respect to lot size, frontage, setbacks, impervious surface and height requirements, respectively, within the

Project. Residential density and types on the Property shall be the densities and types as set forth in the CSP Planned Unit Development approval, Conceptual Master Plan, and as set forth below:

1. Up to a maximum of 275 residential dwelling units may be constructed. The CSP PDD and the CSP Conceptual Master Plan depict the expected mix and general location of allowed residential units, however, so long as the total residential unit count does not exceed 275 units and the general concept of development as shown on the Conceptual Master Plan is followed, the Owner shall be allowed to alter location and product mix among all allowed uses under the PDD at the time of Master Plan submittal when more specific design are available, based upon ongoing project planning and market conditions.

2. Any such changes to exact location or product mix shall not be considered a material amendment hereto, or an amendment to the attached PDD or the Conceptual Master Plan, so long as the total allowed density is not exceeded and the use remains residential. Such minor changes will be approved at the staff review level.

VIII. RESTRICTED ACCESS

The Owner and/or each Developer shall have the right (but not the obligation) to create restricted access communities within the Property as long as such limited access does not adversely affect in any material respect adjacent traffic patterns located on public rights-of-way.

IX. EFFECT OF FUTURE LAWS.

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms of this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the County ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall not apply to the Property unless the procedures and provisions of §6-31-80 (B) of the Act are followed, which Owner shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental guidelines standards of general application.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, or any ad valorem tax of general application throughout the County, found by the County Council to be necessary to protect the health, safety and welfare of the citizens of the County.

X. INFRASTRUCTURE AND SERVICES

The County and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the County. For clarification, the parties make specific note of and acknowledge the following:

A. Private Roads. All roads within the Property shall be constructed by the Owner, Developer or other parties and maintained by such party(ies) and/or Association(s) or dedicated for maintenance to other appropriate entities. The County will not be responsible for the construction or maintenance of any private roads within the Property. The CSP Development project shall have private roads designed to the standards reasonably acceptable to the County Engineer. Road construction within SCDOT right of ways will be in accordance with SCDOT standards. Roadway section details shall be submitted for review at the time of development permit applications, as provided in the PDD.

B. Public Roads. All public roads outside the Property that serve the Property are under the jurisdiction of the State of South Carolina or other governmental entities regarding access, construction, improvements and maintenance. Owner acknowledges that it must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation ("SCDOT") or its successor regarding access and use of such public roads. Future public roads may serve the Property. The County shall not be responsible for construction, improvements or maintenance of the public roads which now or hereafter serve the Property, unless it otherwise agrees in the future. Owner has engaged Bihl Engineering, LLC, of Charleston, SC, to prepare a traffic impact analysis which has been submitted to the SCDOT for review and comment. Subject to the approval of SDOT and any other the applicable jurisdictional authorities, the Property is proposed to be served by direct access to the existing Brickyard Road and U.S.

Highway 278. Developer shall be responsible for construction of property access improvements as recommended by SCDOT after review of the SCDOT required traffic study. Upon completion of construction of any such improvements within the SCDOT right of way, and acceptance by SCDOT, the SCDOT shall then maintain all roadway improvements within the public road right of way.

C. Potable Water. Potable water will be supplied to the Property by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property unless the County elects to provide such services with the agreement of the applicable utility authority then providing such service to the Property. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between Owner and the service provider.

D. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, unless the County elects to provide such service with the agreement of the applicable utility authority then providing such service to the Property. Nothing herein shall be construed as precluding the County from providing sewer services to its residents in accordance with applicable provisions of law. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider as provided in any utility agreement between Owner and the service provider.

E. Use of Effluent. Owner agrees that treated effluent will be disposed of only in such manner as may be approved by DHEC and the BJWSA.

F. Police Services. County shall provide police protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the County. Owner acknowledges the jurisdiction the Sheriff of Jasper County on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community. Should Owner desire an increased level of service above the normal County level of police service, Owner shall be responsible for either

providing such services through the use of private security forces or shall pay the County's direct and indirect costs for providing such increased level of service.

G. Fire Services. County shall provide fire protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the County. Owner acknowledges the jurisdiction of the County's fire department on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community.

H. Sanitation Services. County will not provide sanitation services to any properties with the Property. Should Owner desire such services, the Owner shall provide these directly to the Property by a private licensed private contractor.

I. Recreation Services. County shall provide recreation services to the Property on the same basis as it provides to other similarly situated residents and businesses in the County.

J. Library Services. Such services shall be provided to residents on the same basis as to all other citizens of the County.

K. Emergency Medical Services (EMS). Such services shall be provided to residents of the Property on the same basis as to all other citizens of the County.

L. Drainage System. All stormwater runoff, treatment and drainage system improvements within the Property will be designed in accordance with the Zoning Regulations and Best Management Practices then current. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by Owner or the Association, as applicable. The County will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property.

M. Storm Water Quality. Protection of the quality in nearby waters and wetlands is a primary goal of the County. The Owners shall be required to abide by all provisions of federal, state and local laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water. In addition to the water quality safeguards as committed to by Owner above, notwithstanding Section IX hereof, Owner

and any developer shall adhere to any and all future ordinances or regulations of the County (or portions thereof) governing detention, filtration, and treatment of storm water provided those ordinances and regulations apply county wide, and are consistent with sound engineering practices. Further provisions regarding Storm Water are included within the PDD for this Project.

XI. DEVELOPMENT FEES

1. To assist the County in meeting expenses resulting from ongoing development, Owner shall pay development fees for Road, Civic and Parks ("**Development Fees**") as follows:

2.

DEVELOPMENT FEES	AMOUNT
Residential Dwelling Units	\$1,745 Net Roads Fee. See Section 3. below. \$1,572.000 – Civic (Police, EMS and Fire) <u>\$1,683.00 – Park</u>
TOTAL FEE PER RESIDENTIAL DWELLING UNIT	\$5,000.00

3. Net Roads Fee. The Net Roads Fee is calculated as the proposed Jasper County gross Road Fee of \$5,000 per unit, less an estimated per unit "public road improvement credit" in the amount of \$3,755. The "road improvement credit" represents a \$1,000,000 estimate of costs of all external, off-site road improvements that will be borne by Owner at its sole cost and expense in connection with the development of the project, including but not necessarily limited to the construction of Highway 278 and Brickyard Road external roadway improvements, divided by the estimated number of residential units that will be constructed within the CSP PDD (265 units). The Net Road Fee is not intended to compensate the County for the construction of any private road improvements within the CSP PDD, since all private roads within the CSP PDD are to be constructed and maintained by Owner at Owner's sole cost and expense. Accordingly, no Development Fees for on-site, internal roads shall be collected.

4. All Development Fees for building permits issued to Owner shall be collected at the time of issuance of an occupancy permit instead of at issuance of the building permit. All Development Fees shall be placed in separate interest bearing accounts established for Roads, Civic and Parks. The County may expend these funds for any purposes designed to provide or enhance such services.

5. Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). The Property shall be exempt from any requirement to pay County Impact Fees under any ordinance subsequently passed and enacted by the County, for the first five (5) years of the Term of this Agreement as it may be extended by mutual agreement between the Owner and County. In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Developer Fees paid by the Developer under Article XI (1), (2) and (3) shall be credited against the Impact Fees to the extent the Development Fees are for items included in the capital program incorporated in the formulation of the Impact Fees, or for the traffic improvements on Highway 278 and Brickyard Road as recommended by the SCDOT as itemized above.. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspection (no other capital improvement related impact, development or other extractions)

6. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, its successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the County, provided however, if an entity other than the County is permitted by the County to impose fees or obligations similar in nature to those contemplated by this Agreement, the Owner shall be entitled to either an offset against the Development Fees of this Agreement the in the entire amount of such fees or obligations which are collected or an entire credit against the other fees allowed to be collected. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property and that County shall not permit any other governmental authority to impose fees or obligations of a similar nature to that which are contemplated by this Agreement without providing

for a credit against the other fees for the fees due under this Agreement; provided, however, the provisions of this paragraph shall not preclude the County or another governmental authority from imposing a fee of a nature which is for services or improvements other than those contemplated under this Agreement - (i.e., roads, fire/public safety), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.

7. The fees set forth above in Article XI are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee shall be imposed in connection with the Property, except as may be allowed pursuant to Article X and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Civic, Park and Road Development Fees are subject to an annual inflation factor equal to inflation factor as provided by the State of South Carolina to each local government-for the calculation of tax millage increases.

8. Any Development Fees paid and/or credits for Development Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by the Owner and/or Developer owning such credits and all such credits, shall remain valid until utilized. The County shall recognize all such written assignments of such rights and shall credit same against any Development Fees which are owned pursuant to this Agreement.

9. Development Fees for on-site, internal roads shall not be collected. All internal roads shall be constructed and maintained by Owner at Owner's sole cost and expense.

10. All Net Road Fees shall be utilized in the discretion of the County, for traffic and highway improvements as contained in the capital improvement program to be funded by the proposed County impact fees, or other traffic and highway improvements to Highway 278 or Argent Boulevard.

11. Owner agrees to pay the reasonable costs and expenses of the County's consultants and professionals incurred in negotiating, processing and evaluating this Agreement and the accompanying PDD. County will provide sufficient documentation of these charges. Owner

shall pay such fees within 60 days of the delivery of the invoice(s).

XII. PERMITTING PROCEDURES:

1. The County agrees to allow the Developer the ability to permit and construct model homes without utilities (i.e., "dry models") and to relocate the models as necessary within the CSP Tract.

2. The County agrees that the Owner and/or any Developer is not required to phase development but shall have the right to do so.

3. The County agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with County regulations as modified by the CSP PDD Standards for this Project. Plans will be processed in accordance with the then current County PDD Plan and development plan procedural requirements. Developer may submit these items for concurrent review with the County and other governmental authorities. County may give final approval to any submission but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

4. Signage for the Project is governed by the provisions of the PDD for this Project.

5. The County acknowledges that the Developer has the initial right of architectural review regarding improvements and building upon the property subject to normal review by the County Planning Commission. Developer shall be responsible for assuring such modifications are in compliance the Zoning Regulations.

6. The County agrees to allow plat recording with a financial security instrument acceptable to the County prior to completion of infrastructure development and to issue building permits prior to completion of such bonded infrastructure in accordance with the Zoning Regulations as modified by the PDD Standards for this Property. However, rental or sale and occupancy of completed residential dwellings shall not be allowed until infrastructure for a particular phase of the Project is completed and public utilities are accepted for service by the appropriate agency.

7. The County agrees the Property shall be governed by County Zoning

Regulations as in effect at the time of execution of this Agreement. If future codes are more desirable to Property, then Developer may request the County to have such regulations become applicable to any portion of the Project that Owner designates.

8. The County agrees that the Property is approved and fully vested for intensity, density, development fees, uses and height, and shall not have any obligations for on or off-site transportation or other facilities or improvements other than as provided in this Agreement, but must adhere to the then current requirements of the CSP PDD Standards, including, but not limited to the Conceptual Master Plan, and subdivision plat and development plan procedural guidelines. The County may not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner shall have the right to challenge.

9. Roadways (public or private) may utilize swale drainage systems and are not required to have raised curb and gutter systems, provided that pedestrian and non-vehicular pathways or sidewalks are provided in residential areas and to provide interconnectivity between interior subdivisions, commercial or institutional areas and public gathering areas. Public Road Improvements are subject to the drainage requirements of the public agency having jurisdiction and/or ownership. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet BMP standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of proposed construction of such Roadway based upon engineering and planning standards consistent with the CSP PDD Standards prepared by Developer, subject to the approval of the County Planning Administrator.

10. All plan review fees shall be consistent with the fees charged generally in the County.

XIII. DEVELOPER ENTITLEMENTS

County acknowledges that Developer is vested with the following items:

1. The County will, to the extent available, promote public transportation which exists within the County to service the Property.
2. Intentionally Deleted
3. All drainage systems constructed within the CSP Development shall be

owned and maintained by the Owner, its assigns, or one (1) or more Association(s) which may be established for various portions of the Property and the County shall have no responsibility for the construction, operation or maintenance of such systems. Such systems shall be constructed in compliance with any applicable federal, state or local requirements, utilizing the then current Best Management Practices requirements.

4. On-site burning will be permitted within the Property upon obtaining any applicable federal state or local permits.

5. The County agrees to cooperate with the Owner and each Developer with county, state and federal roadway permitting in connection with the Development of portions of the Property.

6. County services, including, but not limited to, police, fire, sanitation, recreational parks and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within the County, subject to the limitations (if any) of Section X above. Subject to the limitations of Section X above (if any), should the Owner require enhanced services beyond that which is routinely provided within the County, then the County agrees that upon the written request of Owner, it shall negotiate in good faith with the Owner to provide such enhanced services to the Property. Any enhanced services shall be at the sole cost, if any, of the Owner.

XIV. COMPLIANCE REVIEWS.

As long as Owner owns any of the Property, Owner or its designee, shall meet with the County, or its designee, at least once, per year, during the Term to review Development completed by Owner in the prior year and the Development anticipated to be commenced or completed by Owner in the ensuing year. The Owner, or its designee, shall provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, and Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The Owner, or its designee, shall be required to compile this information within a reasonable time after written request by the County.

XV. DEFAULTS.

The failure of the Owner, Developer or the County to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies that are deemed appropriate, including specific performance; provided however no termination of this Agreement may be declared by the County absent its according the Owner and any relevant Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement.

Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance. However, if there is a dispute between the County and Owner, or its successor or assign, concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute Resolution with subsequent judicial action lying in the Court of Common Pleas for Jasper County, South Carolina, shall be initiated by one Party notifying the other Party or Parties in writing of the dispute together with a request for mediation as described herein. The Parties agree that disputes under this Agreement not involving the Jasper County, South Carolina Zoning Regulations are contractual matters, not appealable to the Zoning Board of Appeals or the Planning Commission, but to the Court of Common Pleas for Jasper County; however, matters involving the application of the Jasper County, South Carolina Zoning Regulations are not contractual between the County and the Owner, but are subject to the administrative review and appellate provisions involving the Zoning Board of Appeals or the Planning Commission.

A default of the Owner shall not constitute a default by Developers, and default by Developers shall not constitute a default by the Owner. Notwithstanding the foregoing, the failure of the Owner to reasonably pursue the required permitting/approvals for and completion of required traffic mitigation measures shall be grounds for the cessation of the issuance of development permits for future sites; provided, however, that should the County Administrator determine that there is a default by the Owner, he shall immediately notify the Owner in writing by certified mail, return receipt requested, and allow the Owner fifteen (15) days to respond with an explanation of why Owner is not in default or a plan for remedying the default. In the event the Owner presents a plan of remediation for approval by the County Administrator, whose approval shall not be unreasonably withheld, the parties shall agree to a commercially reasonable time to complete the remediation plan, and during such time no negative action shall be taken against the Owner or Developers. Failure to submit such a response or failure to subsequently pursue a plan of remediation may result in a moratorium on future development permits, a stop work order, and any other consequences reasonably determined by the County Administrator. The parties acknowledge that owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement, unless the Property remains under unified ownership or unless such owners of completed buildings have been assigned any rights under this Agreement. In such case, the owners of completed buildings shall also be obligated for obligations set forth in this Agreement.

XVI. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the County and the Owner; such written agreement may be by resolution or ordinance at the County's sole discretion. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the County and the Owner of said portion of the Property. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify,

discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

The Conceptual; Master Plan is not intended to be rigid, nor to identify exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set forth herein and the general concept of environmentally sensitive residential developments suggested by the Conceptual Master Plan is followed and respected, however, reductions in buffers and setbacks in relation to external properties and roadways are major modifications. Such minor variations are eligible to be approved at staff level in accordance with the Zoning Regulations.

XVII. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by, i) immediately upon delivery if by personal delivery or by independent courier service or by facsimile or, ii) if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified or, iii) the day of transmission by electronic mail transmission, if receipt is confirmed or a mailing is made the day of transmission by United State Mail, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be given at the following addresses:

To Jasper County:

County Administrator
Jasper County
358 Third Avenue
Courthouse Square
Post Office Box 1149
Ridgeland, South Carolina 29936
Email: afulghum@jaspercountysc.gov

With Copy To: County Attorney
Jasper County
358 Third Avenue
Courthouse Square
Post Office Box 1149
Ridgeland, South Carolina 29936
Email: dtedder@jaspercountysc.gov

And to the Owner at: Conduit Street Partners, LLC
Peter Zadoretzky, Co-Managing Member
59 Franklin Street
Annapolis, Maryland 21401
Email: pzadoretzky@oapartners.com

With Copy To: Bouhan Falligant LLP
John D. Northup, III
One West Park Avenue
Savannah, Georgia 31401
Email: jdnorthup@bouhan.com

XVIII. ENFORCEMENT.

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement.

XIX. GENERAL.

A. **Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developer(s) and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this

Agreement. In addition, the Owner, Developers and the County each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Notwithstanding the foregoing, any adoption by the County of an ordinance assessing Impacts Fees or their equivalent shall be governed by Article XII hereof.

B. Estoppel Certificate. The County, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- (1) that this Agreement is in full force and effect,
- (2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
- (3) whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and
- (4) whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings among the County and the Owner relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the County, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

E. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of public facilities and compatibility between developed and undeveloped lands and their uses.

G. **Assignment.** Subject to the notification provisions hereof, Owner may assign its rights and responsibilities hereunder to a subsidiary or sister company.

H. **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

I. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

J. **Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

K. **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

L. **No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by the County, the Owner and Developers. No other persons shall have any rights hereunder.

M. **Contingencies.** This Agreement is contingent on acquisition of the Property, the approval of the Board of Directors of Owner and the County Council of the Jasper County, South Carolina. Notwithstanding the above, Owner agrees to remain responsible for the payment of the processing fees incurred by the County in reviewing and approving the Planned

Development District application and Development Agreement as set forth in Article XI (11) above.

N. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with the Jasper County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

O. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

XX. SUCCESSORS AND ASSIGNS.

A. Binding Effect. This Agreement shall be binding on the successors and assigns of the Owner in the ownership or Development of any portion of the Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Property shall be solely responsible for performance of obligations hereunder as to the portion or portions of the Property so transferred. Developers or other assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to perform the obligations in this Agreement, said document to be in recordable form and provided to the County at the time of the recording of any deed transferring a development tract. Following delivery of such documents, the previous Owner shall be released of any further liability or obligation with respect to the obligations.

B. Transfer of Project. The Property Owner shall be entitled to transfer any portion or all of the Property to a purchaser(s), subject to the following exceptions:

1. Transfer of Facilities and Service Obligations. Simultaneous with the Owner conveying any portion of the Property to a third party, the Owner shall be required to obtain a written agreement in substantially the same form as **Exhibit F**, attached hereto and incorporated herein by reference, expressly assuming the obligations with regard to the parcel conveyed and the potential Development of same. The Owner shall notify the County within thirty (30) days after the conveyance of the property, provide the County with the applicable documents assigning the

development obligations to the transferee and record the same in the office of the Jasper County Register of Deeds.

2. **Assignment of Development Rights.** Any and all conveyances of any portion of the Property subject to the intensities/square footage set forth in Article VII herein to third party developers shall, by written agreement in substantially the same form as **Exhibit E**, assign a precise number of residential units and/or commercial/office square footage along with the permitted land uses that may be constructed on the subject property being conveyed. The Owner shall notify the County within thirty (30) days of the conveyance of the property, provide the County with the applicable documents assigning the development rights to the transferee and record the same in the Office of the Jasper County Register of Deeds.

3. **Mortgage Lenders.** Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Property to any such mortgage lender or subsequent purchaser. Notwithstanding the foregoing, the obligations and restrictions arising under this Development Agreement run with the land, and a foreclosure or subsequent transfer does not extinguish the obligations and restrictions, arising hereunder, and such shall survive the foreclosure or subsequent transfer. It is the intention of this subsection to merely forego the prerequisite notice of transfer documentation contained in subsections 1 and 2 immediately above.

C. **Release of Property Owner.** In the event of conveyance of all or a portion of the Property and compliance with the conditions set forth herein, and specifically subsections XX(B) (1) and (2), Conduit Street Partners, LLC shall be released from all obligations as to the portion of Property so transferred, and the transferee shall be substituted as the Owner under the Agreement as to the portion of the Property so transferred.

XXI. STATEMENT OF REQUIRED PROVISIONS

A. Specific Statements. The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

- 1. Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in **Exhibit A** attached hereto. The present legal Owners of the Property are Paul H. Anderson, Emily A. Tillman and John F. Anderson. Conduit Street Partners, LLC have an equitable interest in the Property by virtue of a purchase agreement with the present legal Owners.
- 2. Duration of Agreement.** The duration of this Agreement shall be as provided in Article III.
- 3. Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development related standards, are contained in Zoning Regulations, as supplemented by this Agreement. Based on prior experience with the type of Development contemplated by the Zoning Regulations, it is estimated that the average size household of the Project will be 2.5 persons. Based on maximum density build out, the population density of the Project is anticipated to be approximately 690 to 700 persons.
- 4. Required Public Facilities.** The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All requirements relating to land transfers for public facilities, if any, are set forth above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.
6. **Local Development Permits.** The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina(OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.
7. **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the County, which include a Planned Development District for the Property.
8. **Terms for Public Health, Safety and Welfare.** The County Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.
9. **Historical Structures.** Any cultural, historical structure or sites will be addressed through applicable federal and state regulations the permitting

process at the time of development, as required by applicable state regulations.
No such structures or sites are known to exist.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

SIGNATURES AND ACKNOWLEDGMENTS BEGIN ON THE FOLLOWING PAGE

WITNESSES:

CONDUIT STREET PARTNERS, LLC

By: _____

Peter Zadoretzky

Its: Co-Manager

STATE OF

)

ACKNOWLEDGMENT

COUNTY OF

)

I HEREBY CERTIFY, that on this _____ day of _____, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared the duly authorized official of Conduit Street Partners, LLC., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for Maryland

My Commission Expires: ____

WITNESSES:

JASPER COUNTY, SOUTH CAROLINA

By: _____

Barbara B. Clark

Its: _____

STATE OF SOUTH CAROLINA.

)

ACKNOWLEDGMENT

)

COUNTY OF JASPER

)

I HEREBY CERTIFY, that on this _____ day of _____, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Barbara B. Clark, Chair of Jasper County Council, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officials of the County of Jasper, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina

My Commission Expires: _____

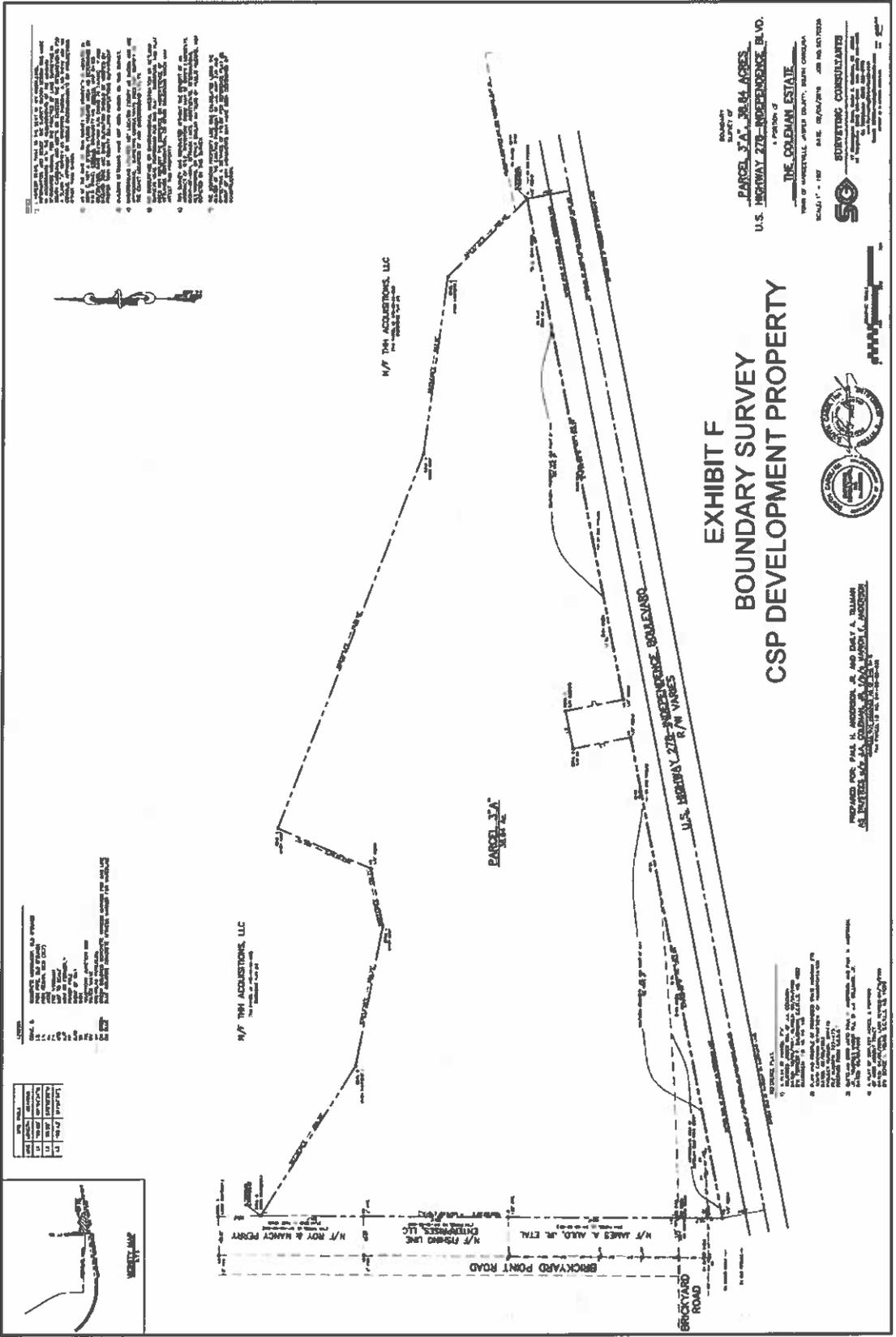
EXHIBIT A
TO DEVELOPMENT AGREEMENT
PROPERTY DESCRIPTION OF CSP DEVELOPMENT TRACT

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in Jasper County, South Carolina, shown and designated as Parcel 3"A", containing 38.84 acres, more or less, as shown on the plat prepared by Surveying Consultants, Inc., Justin R. Kesselring, SC PLS #29901, dated February 8, 2018. Said property more particularly described as follows:

Beginning at a point on the Northern side of U.S. Highway 278 at an iron rebar set having the following coordinates: N:171589.95 E:1992462.71, thence running S79°09'06"W for a distance of 1318.21 feet to an iron rebar set, thence turning and running N11°04'34"W for a distance of 150.83 feet to a concrete marker found, thence turning and running S 78°55'26"W for a distance of 99.55 feet to a concrete marker found, thence turning and running S11°04'34"E for a distance of 150.43 feet to an iron rebar set, thence turning and running S79°09'06"W for a distance of 1262.84 feet to an iron rebar set, thence turning and running N00°25'26"E for a distance of 1188.30 feet to a concrete marker found having the following coordinates: N:172273.69 E:198983.80 thence turning and running S57°38'33" E for a distance of 456.78 feet to a concrete marker found, thence running S79°13'35"E for a distance of 366.75 feet to a concrete marker found, thence turning and running N78°17'02"E for a distance of 150.71 feet to an iron rebar set, thence turning and running N23°32'02:E for a distance of 261.70 feet to a concrete marker found, thence turning and running S68°51'52"E for a distance of 1036.18 feet to a concrete marker found, thence S82°14'06"E for a distance of 462.11 to a concrete marker found, thence turning and running S44°27'37"E for a distance of 287.48 feet to the point of Beginning.

This being a portion of the property conveyed to the within Grantors by deeds of Paul H. Anderson and J. R. Youmans, Jr. as Trustees under the Will of J. A. Coleman by Trustees' Division Deed dated July 3, 1987, recorded in the Jasper County records in Book 91 at Page 1612 and by Trustees' Corrective Division Deed dated December 21, 1987, recorded in Book 92 at Page 1015, re-recorded in Book 315 at Page 105 in said Jasper County records.



1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1934 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, MISSOURI. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

2. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

3. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

4. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

5. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

6. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

7. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

8. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

9. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

10. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1934 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, MISSOURI. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

2. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

3. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

4. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

5. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

6. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

7. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

8. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

9. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

10. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

NO.	DESCRIPTION	DATE
1
2
3
4
5



EXHIBIT F BOUNDARY SURVEY CSP DEVELOPMENT PROPERTY

BOUNDARY SURVEY OF
PARCEL 37A, 20.04 ACRES
U.S. HIGHWAY 278-INDEPENDENCE BLVD.
A PORTION OF
THE COLEMAN ESTATE
TOWN OF INDEPENDENCE, JEFFERSON COUNTY, MISSOURI
SCALE 1" = 100'

PREPARED FOR: PAUL H. ANDERSON, JR. AND DALE A. WILLIAMSON
AS PARTNERS, M.D.A. COMPANY, L.P.A., 1000 W. 10TH ST., INDEPENDENCE, MISSOURI 64220

DATE: 10/15/2010

BY: [Signature]



PAUL H. ANDERSON, JR. AND DALE A. WILLIAMSON
AS PARTNERS, M.D.A. COMPANY, L.P.A., 1000 W. 10TH ST., INDEPENDENCE, MISSOURI 64220



SO SURVEYING CONSULTANTS
1000 W. 10TH ST., INDEPENDENCE, MISSOURI 64220
PHONE: 816.835.1234
FAX: 816.835.1235
WWW.SO-SURVEYING.COM

EXHIBIT B-1
TO DEVELOPMENT AGREEMENT
PLANNED DEVELOPMENT DISTRICT

The Planned Development District approval for CSP Development (the Property hereunder), as adopted in Ordinance O-2022-16 by the Jasper County Council on June 27, 2022, is hereby incorporated herein by reference, to include all drawings, plans, narratives and documentation submitted therewith, as fully as if attached hereto. The parties hereto may elect to physically attach said documents hereto, or may rely upon the above stated incorporation by reference, at their discretion.

EXHIBIT B-2
TO DEVELOPMENT AGREEMENT
CONCEPTUAL MASTER PLAN

EXHIBIT B CONCEPTUAL MASTER PLAN



Site Analysis
 Site Area: 25.44 acres
 Wetlands: 1.73 acres
 Gum Forest: 0.59 acres
 Proposed Density: 265 Units

Reference Information
 Project 3-06
 Plan Book 18, Page 146
 The Project, I.D. 001-00-00-000

WOOD PARTNERS
 10000 WOODBURY ROAD
 SUITE 100
 WOODBURY, MD 21791
 TEL: 301-261-1000
 FAX: 301-261-1001
 WWW.WOODPARTNERS.COM

**CAP DEVELOPMENT - SINGLE FAMILY
 CONCEPTUAL MASTER PLAN**
 10000 WOODBURY ROAD
 SUITE 100
 WOODBURY, MD 21791
 TEL: 301-261-1000
 FAX: 301-261-1001
 WWW.WOODPARTNERS.COM

COMMUNITY

Applicant: Conduit Street Partners, LLC
 10000 WOODBURY ROAD
 SUITE 100
 WOODBURY, MD 21791
 TEL: 301-261-1000
 FAX: 301-261-1001
 WWW.WOODPARTNERS.COM

EXHIBIT C
TO DEVELOPMENT AGREEMENT
ZONING REGULATIONS

1. The Jasper County Zoning Ordinance, being codified with Municode© and current on Municode© through Supplement No. 3 as of June 21, 2021 as amended through the Effective Date of this Agreement
2. The Planned District Development (PDD) Conceptual Master Plan dated January 27, 2022 and adopted by Jasper County by Ordinance Number O-2022-16.

EXHIBIT D

TO DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

Development of the Property is expected to occur over the five (5) year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner as the development evolves over the term.

<u>Type of Development</u>	<u>Year(s) of Commencement / Completion</u>
Rental and/or For Sale Residential Single Family	2024 commencement, expected buildout 2027

As stated in the Development Agreement, Article VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

FOURTH EXHIBIT TO ORDINANCE

EXHIBIT B-2

Updated Development Agreement (REDLINED)

[attached]

EXHIBIT B-2

"REDLINE"

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER) DEVELOPMENT AGREEMENT
)
) CSP DEVELOPMENT TRACT

This Development Agreement ("Agreement") is made and entered this _____ day of _____, 2022 (the "Effective Date"), by and between Conduit Street Partners, LLC (a Maryland Limited Liability Company) ("Owner") and the governmental authority of the Jasper County, South Carolina ("County").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

WHEREAS, the Act recognizes that the lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and,

WHEREAS, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

WHEREAS, the Act further authorizes local governments, including County governments, to enter Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, Owner is the contract purchaser of approximately 38.84 acres, generally to be known as CSP Development, and being more particularly described in Exhibit A and proposes to develop, or cause to be developed, therein Residential uses, to include the potential of any alternative allowed uses, including accessory and complimentary uses as described in the Planned Development District Standards adopted contemporaneously herewith by separate County Ordinance No. O-2022-16; and,

WHEREAS, the County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

WHEREAS, the County finds that the program of development proposed by Owner for this Property is consistent with the County's comprehensive land use plan; and will further the health, safety, welfare and economic well-being of the County and its residents; and,

WHEREAS, the program for development of the Property presents an opportunity for the County to secure quality planning and growth to protect the environment and strengthen and revitalized the tax base; and,

WHEREAS, this Development Agreement is being made and entered between Owner and the County, under the terms of the Act, for the purpose of providing assurances to Owner that it may proceed with its development plan under the terms hereof, as hereinafter defined, consistent with Jasper County Zoning Ordinance and the Planned Development District Standards for the CSP Development (as herein defined) without encountering future changes in law which would affect the ability to develop under the Jasper County Zoning Ordinance and the Planned Development District Standards for the CSP Development Tract, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the County, and for the purpose of providing certain funding and funding sources to assist the County in meeting the service and infrastructure needs associated with the

development authorized hereunder;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and Owner by entering into this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

I. **INCORPORATION.**

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth in Section 6-31-10(B) of the Act.

II. **DEFINITIONS.**

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

"Adjustment Factor" shall mean the greater of three percent 3% per annum or the annual inflation factor supplied to local governments by the SC Department of Revenue and Fiscal Affairs for use by local governments in determining allowable millage increases, such adjustment to be applied on July 1st of each year with the first adjustment being applied July 1, 2023.

"Agreement" shall mean this Development Agreement as amended by the County and Developer in writing from time to time.

"Association" shall mean one (1) or more property owners' associations established to maintain portions of the Property, if such is ever formulated, which is not expected ~~if the~~ for that portion(s) of the Property that is developed as rental units which are under single ownership, as contemplated under the PDD.

“BJWSA” shall mean the Beaufort/Jasper Water and Sewer Authority, its successors or assigns.

“Civic Fund” shall mean the segregated interest bearing Escrow Account into which all Development Fees for Police, EMS and Fire are contributed pursuant to Section XI herein.

“Conceptual Master Plan” shall mean the Conceptual Master Plan adopted as part of the Planned Development District Standards (“CSP PDD Standards”) by the County,.

“CSP PDD” means the Planned Development District for the CSP Development approved by the County by Ordinance Number 0-2022-16, concurrently with its approval of this Agreement

“CSP PDD Standards” means the development standards applicable to the CSP PDD, including the Conceptual Master Plan, as adopted by the County in connection with its approval of the CSP PDD, attached hereto or incorporated by reference as **Exhibit B.**

“Current Legal Owner” means Paul H. Anderson, Emily A Tillman, and John F. Anderson, who have contracted with Conduit Street Partners, LLC to sell the Property.

“County” shall mean Jasper County, South Carolina.

“DHEC” shall mean the South Carolina Department of Health and Environmental Control

“Developer” means the Owner, along with any and all successors in title, assigns or lessees of the Owner who are transferred in writing from the Owner all or a portion of the Development Rights under this Agreement and undertake Development of any portion of the Property, as applicable in the context where such term is used.

“Development” means the development of portions of the Property as contemplated in the Zoning Regulations.

“Development Fees” or “Developer Fees” shall have the meaning set forth in Paragraph XI.

“Development Rights” means Development undertaken by the Owner or Developers in accordance with the Zoning Regulations and this Development Agreement

“OCRM” means the South Carolina Office of Ocean and Coastal Resource Management

“Owner” means Conduit Street Partners, LLC, a Maryland limited liability company, its corporate successors and any assignee, whereby such interest is assigned in writing to it by Owner. Owner has a present equitable interest in the Property by virtue of a contract to purchase with Current Legal Owner.

“Park Fund” shall mean the segregated interest bearing Escrow Account into which all Development Fees for Parks are contributed pursuant to Section XI herein.

“CSP Development”, “CSP Tract” or “Property” means that certain tract of land described on Exhibit A, as may be amended with the Agreement of the County and Owner.

“Project” means the Development that will occur within and upon the CSP Tract.

“Roadway Fund” shall mean the segregated interest bearing account into which all Development Fees for Roads are contributed until utilized for public roadway improvements pursuant to Section XI herein.

“Term” means the duration of this agreement as set forth in Section III hereof.

“Zoning Ordinance” means the Jasper County Zoning Ordinance adopted November 13, 2007, as amended through the Effective Date hereof, and attached hereto as Exhibit C and incorporated herein by reference.

“Zoning Regulations” means the CSP PDD establishing a Planned Development District for the Property, and all the attachments thereto, including but not being limited to the PDD Conceptual Master Plan, all narratives, applications, and site development standards thereof (a copy of all of which is attached hereto marked Exhibit B and/or incorporated herein by reference), all as same may be hereafter amended by mutual agreement of the County and the Owner, this Development Agreement, and the Jasper County Development Ordinance(s) being codified with Municode© and current on Municode© through Supplement No. 3 as of June 21, 2021 as amended through the Effective Date of this Agreement, except as the provisions thereof may be

clarified or modified by the terms of the CSP PDD and this Agreement, and all other applicable statutes, ordinances and regulations governing uses and development of the Property.

III. TERM.

The term of this Agreement commenced on the date this Agreement was executed by the County and Owner and terminates Five (5) years thereafter ("Termination Date"). This is the maximum initial term permitted by law for the Property. Nothing in this Agreement shall be interpreted to preclude the Parties from extending the Termination Date by mutual agreement or from entering into subsequent development agreements.

IV. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Zoning Regulations and this Agreement. All costs charged by or to the County for reviews required by the Jasper County Zoning and Development Ordinance(s) shall be paid by the Owner or Developer or other party applying for such review as generally charged throughout the County for plan review. The County shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement.

V. CHANGES TO ZONING REGULATIONS.

The Zoning Regulations relating to the Property subject to this Agreement shall not be amended or modified during the Term, without the express written consent of the Owner except in accordance with the procedures and provisions of Section 6-31-80(B) of the Act, which Owner shall have the right to challenge. Owner does, for itself and its successors and assigns, including Developers and notwithstanding the Zoning Regulations, agrees to be bound by the following:

1. The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage and square footage of structure, as applicable, subject to the transfer. Developers

transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to file with the County an acknowledgment of this Agreement and a commitment to be bound by it.

2. The Owners and Developers, and their respective heirs, successors and assigns agree that all Development, with the exception of irrigation, incidental maintenance facilities, and similar amenities which exist from time to time, and facilities existing at the date of this Agreement will be served by potable water and public sewer prior to occupancy, except as otherwise provided herein for temporary use, temporary being defined as one year or less. Septic tanks and/or wells may be allowed with the permission of BJWSA where there is a specific finding that such use for specific portions of the Property will comply with the overall environmental standards.

VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as **Exhibit D**, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner / Developers in the future, shall not be considered a material amendment or breach of the Agreement.

VII. DENSITY.

The criteria as set forth in Section II of the CSP PDD Standards shall apply with respect to lot size, frontage, setbacks, impervious surface and height requirements, respectively, within the

Project. Residential density and types on the Property shall be the densities and types as set forth in the CSP Planned Unit Development approval, Conceptual Master Plan, and as set forth below:

1. Up to a maximum of 275 residential dwelling units may be constructed. The CSP PDD and the CSP Conceptual Master Plan depict the expected mix and general location of allowed residential units, however, so long as the total residential unit count does not exceed 275 units and the general concept of development as shown on the Conceptual Master Plan is followed, the Owner shall be allowed to alter location and product mix among all allowed uses under the PDD at the time of Master Plan submittal when more specific design are available, based upon ongoing project planning and market conditions.

2. Any such changes to exact location or product mix shall not be considered a material amendment hereto, or an amendment to the attached PDD or the Conceptual Master Plan, so long as the total allowed density is not exceeded and the use remains residential. Such minor changes will be approved at the staff review level.

VIII. RESTRICTED ACCESS

The Owner and/or each Developer shall have the right (but not the obligation) to create restricted access communities within the Property as long as such limited access does not adversely affect in any material respect adjacent traffic patterns located on public rights-of-way.

IX. EFFECT OF FUTURE LAWS.

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms of this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the County ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall not apply to the Property unless the procedures and provisions of §6-31-80 (B) of the Act are followed, which Owner shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental guidelines standards of general application.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, or any ad valorem tax of general application throughout the County, found by the County Council to be necessary to protect the health, safety and welfare of the citizens of the County.

X. INFRASTRUCTURE AND SERVICES

The County and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the County. For clarification, the parties make specific note of and acknowledge the following:

A. Private Roads. All roads within the Property shall be constructed by the Owner, Developer or other parties and maintained by such party(ies) and/or Association(s) or dedicated for maintenance to other appropriate entities. The County will not be responsible for the construction or maintenance of any private roads within the Property. The CSP Development project shall have private roads designed to the standards reasonably acceptable to the County Engineer. Road construction within SCDOT right of ways will be in accordance with SCDOT standards. Roadway section details shall be submitted for review at the time of development permit applications, as provided in the PDD.

B. Public Roads. All public roads outside the Property that serve the Property are under the jurisdiction of the State of South Carolina or other governmental entities regarding access, construction, improvements and maintenance. Owner acknowledges that it must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation ("SCDOT") or its successor regarding access and use of such public roads. Future public roads may serve the Property. The County shall not be responsible for construction, improvements or maintenance of the public roads which now or hereafter serve the Property, unless it otherwise agrees in the future. Owner has engaged Bihl Engineering, LLC, of Charleston, SC, to prepare a traffic impact analysis which has been submitted to the SCDOT for review and comment. Subject to the approval of SDOT and any other the applicable jurisdictional authorities, the Property is proposed to be served by direct access to the existing Brickyard Road and U.S.

Highway 278. Developer shall be responsible for construction of property access improvements as recommended by SCDOT after review of the SCDOT required traffic study. Upon completion of construction of any such improvements within the SCDOT right of way, and acceptance by SCDOT, the SCDOT shall then maintain all roadway improvements within the public road right of way.

C. Potable Water. Potable water will be supplied to the Property by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property unless the County elects to provide such services with the agreement of the applicable utility authority then providing such service to the Property. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between Owner and the service provider.

D. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, unless the County elects to provide such service with the agreement of the applicable utility authority then providing such service to the Property. Nothing herein shall be construed as precluding the County from providing sewer services to its residents in accordance with applicable provisions of law. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider as provided in any utility agreement between Owner and the service provider.

E. Use of Effluent. Owner agrees that treated effluent will be disposed of only in such manner as may be approved by DHEC and the BJWSA.

F. Police Services. County shall provide police protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the County. Owner acknowledges the jurisdiction the Sheriff of Jasper County on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community. Should Owner desire an increased level of service above the normal County level of police service, Owner shall be responsible for either

providing such services through the use of private security forces or shall pay the County's direct and indirect costs for providing such increased level of service.

G. Fire Services. County shall provide fire protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the County. Owner acknowledges the jurisdiction of the County's fire department on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community.

H. Sanitation Services. County will not provide sanitation services to any properties with the Property. Should Owner desire such services, the Owner shall provide these directly to the Property by a private licensed private contractor.

I. Recreation Services. County shall provide recreation services to the Property on the same basis as it provides to other similarly situated residents and businesses in the County.

J. Library Services. Such services shall be provided to residents on the same basis as to all other citizens of the County.

K. Emergency Medical Services (EMS). Such services shall be provided to residents of the Property on the same basis as to all other citizens of the County.

L. Drainage System. All stormwater runoff, treatment and drainage system improvements within the Property will be designed in accordance with the Zoning Regulations and Best Management Practices then current. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by Owner or the Association, as applicable. The County will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property.

M. Storm Water Quality. Protection of the quality in nearby waters and wetlands is a primary goal of the County. The Owners shall be required to abide by all provisions of federal, state and local laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water. In addition to the water quality safeguards as committed to by Owner above, notwithstanding Section IX hereof, Owner

and any developer shall adhere to any and all future ordinances or regulations of the County (or portions thereof) governing detention, filtration, and treatment of storm water provided those ordinances and regulations apply county wide, and are consistent with sound engineering practices. Further provisions regarding Storm Water are included within the PDD for this Project.

XI. DEVELOPMENT FEES

1. To assist the County in meeting expenses resulting from ongoing development, Owner shall pay development fees for Road, Civic and Parks ("**Development Fees**") as follows:

2.

DEVELOPMENT FEES	AMOUNT
Residential Dwelling Units	\$1,745 Net Roads Fee. See Section 3. below. \$1,572.000 – Civic (Police, EMS and Fire) <u>\$1,683.00 – Park</u>
TOTAL FEE PER RESIDENTIAL DWELLING UNIT	\$5,000.00

3. Net Roads Fee. The Net Roads Fee is calculated as the proposed Jasper County gross Road Fee of \$5,000 per unit, less an estimated per unit "public road improvement credit" in the amount of \$3,755. The "road improvement credit" represents a \$1,000,000 estimate of costs of all external, off-site road improvements that will be borne by Owner at its sole cost and expense in connection with the development of the project, including but not necessarily limited to the construction of Highway 278 and Brickyard Road external roadway improvements, divided by the estimated number of residential units that will be constructed within the CSP PDD (265 units). The Net Road Fee is not intended to compensate the County for the construction of any private road improvements within the CSP PDD, since all private roads within the CSP PDD are to be constructed and maintained by Owner at Owner's sole cost and expense. Accordingly, no Development Fees for on-site, internal roads shall be collected.

4. All Development Fees for building permits issued to Owner shall be collected at the time of issuance of an occupancy permit instead of at issuance of the building permit. All Development Fees shall be placed in separate interest bearing accounts established for Roads, Civic and Parks. The County may expend these funds for any purposes designed to provide or enhance such services.

5. Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). The Property shall be exempt from any requirement to pay County Impact Fees under any ordinance subsequently passed and enacted by the County, for the first five (5) years of the Term of this Agreement as it may be extended by mutual agreement between the Owner and County. In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Developer Fees paid by the Developer under Article XI (1), (2) and (3) shall be credited against the Impact Fees to the extent the Development Fees are for items included in the capital program incorporated in the formulation of the Impact Fees, or for the traffic improvements on Highway 278 and Brickyard Road as recommended by the SCDOT as itemized above.. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspection (no other capital improvement related impact, development or other extractions)

6. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, its successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the County, provided however, if an entity other than the County is permitted by the County to impose fees or obligations similar in nature to those contemplated by this Agreement, the Owner shall be entitled to either an offset against the Development Fees of this Agreement the in the entire amount of such fees or obligations which are collected or an entire credit against the other fees allowed to be collected. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property and that County shall not permit any other governmental authority to impose fees or obligations of a similar nature to that which are contemplated by this Agreement without providing

for a credit against the other fees for the fees due under this Agreement; provided, however, the provisions of this paragraph shall not preclude the County or another governmental authority from imposing a fee of a nature which is for services or improvements other than those contemplated under this Agreement - (i.e., roads, fire/public safety), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.

7. The fees set forth above in Article XI are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee shall be imposed in connection with the Property, except as may be allowed pursuant to Article X and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Civic, Park and Road Development Fees are subject to an annual inflation factor equal to inflation factor as provided by the State of South Carolina to each local government for the calculation of tax millage increases.

8. Any Development Fees paid and/or credits for Development Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by the Owner and/or Developer owning such credits and all such credits, shall remain valid until utilized. The County shall recognize all such written assignments of such rights and shall credit same against any Development Fees which are owned pursuant to this Agreement.

9. Development Fees for on-site, internal roads shall not be collected. All internal roads shall be constructed and maintained by Owner at Owner's sole cost and expense.

10. All Net Road Fees shall be utilized in the discretion of the County, for traffic and highway improvements as contained in the capital improvement program to be funded by the proposed County impact fees, or other traffic and highway improvements to Highway 278 or Argent Boulevard.

11. Owner agrees to pay the reasonable costs and expenses of the County's consultants and professionals incurred in negotiating, processing and evaluating this Agreement and the accompanying PDD. County will provide sufficient documentation of these charges. Owner

shall pay such fees within 60 days of the delivery of the invoice(s).

XII. PERMITTING PROCEDURES:

1. The County agrees to allow the Developer the ability to permit and construct model homes without utilities (i.e., "dry models") and to relocate the models as necessary within the CSP Tract.

2. The County agrees that the Owner and/or any Developer is not required to phase development but shall have the right to do so.

3. The County agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with County regulations as modified by the CSP PDD Standards for this Project. Plans will be processed in accordance with the then current County PDD Plan and development plan procedural requirements. Developer may submit these items for concurrent review with the County and other governmental authorities. County may give final approval to any submission but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

4. Signage for the Project is governed by the provisions of the PDD for this Project.

5. The County acknowledges that the Developer has the initial right of architectural review regarding improvements and building upon the property subject to normal review by the County Planning Commission. Developer shall be responsible for assuring such modifications are in compliance the Zoning Regulations.

6. The County agrees to allow plat recording with a financial security instrument acceptable to the County prior to completion of infrastructure development and to issue building permits prior to completion of such bonded infrastructure in accordance with the Zoning Regulations as modified by the PDD Standards for this Property. However, rental or sale and occupancy of completed residential dwellings shall not be allowed until infrastructure for a particular phase of the Project is completed and public utilities are accepted for service by the appropriate agency.

7. The County agrees the Property shall be governed by County Zoning

Regulations as in effect at the time of execution of this Agreement. If future codes are more desirable to Property, then Developer may request the County to have such regulations become applicable to any portion of the Project that Owner designates.

8. The County agrees that the Property is approved and fully vested for intensity, density, development fees, uses and height, and shall not have any obligations for on or off-site transportation or other facilities or improvements other than as provided in this Agreement, but must adhere to the then current requirements of the CSP PDD Standards, including, but not limited to the Conceptual Master Plan, and subdivision plat and development plan procedural guidelines. The County may not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner shall have the right to challenge.

9. Roadways (public or private) may utilize swale drainage systems and are not required to have raised curb and gutter systems, provided that pedestrian and non-vehicular pathways or sidewalks are provided in residential areas and to provide interconnectivity between interior subdivisions, commercial or institutional areas and public gathering areas. Public Road Improvements are subject to the drainage requirements of the public agency having jurisdiction and/or ownership. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet BMP standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of proposed construction of such Roadway based upon engineering and planning standards consistent with the CSP PDD Standards prepared by Developer, subject to the approval of the County Planning Administrator.

10. All plan review fees shall be consistent with the fees charged generally in the County.

XIII. DEVELOPER ENTITLEMENTS

County acknowledges that Developer is vested with the following items:

1. The County will, to the extent available, promote public transportation which exists within the County to service the Property.

2. Intentionally Deleted

3. All drainage systems constructed within the CSP Development shall be

owned and maintained by the Owner, its assigns, or one (1) or more Association(s) which may be established for various portions of the Property and the County shall have no responsibility for the construction, operation or maintenance of such systems. Such systems shall be constructed in compliance with any applicable federal, state or local requirements, utilizing the then current Best Management Practices requirements.

4. On-site burning will be permitted within the Property upon obtaining any applicable federal state or local permits.

5. The County agrees to cooperate with the Owner and each Developer with county, state and federal roadway permitting in connection with the Development of portions of the Property.

6. County services, including, but not limited to, police, fire, sanitation, recreational parks and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within the County, subject to the limitations (if any) of Section X above. Subject to the limitations of Section X above (if any), should the Owner require enhanced services beyond that which is routinely provided within the County, then the County agrees that upon the written request of Owner, it shall negotiate in good faith with the Owner to provide such enhanced services to the Property. Any enhanced services shall be at the sole cost, if any, of the Owner.

XIV. COMPLIANCE REVIEWS.

As long as Owner owns any of the Property, Owner or its designee, shall meet with the County, or its designee, at least once, per year, during the Term to review Development completed by Owner in the prior year and the Development anticipated to be commenced or completed by Owner in the ensuing year. The Owner, or its designee, shall provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, and Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The Owner, or its designee, shall be required to compile this information within a reasonable time after written request by the County.

XV. DEFAULTS.

The failure of the Owner, Developer or the County to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies that are deemed appropriate, including specific performance; provided however no termination of this Agreement may be declared by the County absent its according the Owner and any relevant Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement.

Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance. However, if there is a dispute between the County and Owner, or its successor or assign, concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute Resolution with subsequent judicial action lying in the Court of Common Pleas for Jasper County, South Carolina, shall be initiated by one Party notifying the other Party or Parties in writing of the dispute together with a request for mediation as described herein. The Parties agree that disputes under this Agreement not involving the Jasper County, South Carolina Zoning Regulations are contractual matters, not appealable to the Zoning Board of Appeals or the Planning Commission, but to the Court of Common Pleas for Jasper County; however, matters involving the application of the Jasper County, South Carolina Zoning Regulations are not contractual between the County and the Owner, but are subject to the administrative review and appellate provisions involving the Zoning Board of Appeals or the Planning Commission.

A default of the Owner shall not constitute a default by Developers, and default by Developers shall not constitute a default by the Owner. Notwithstanding the foregoing, the failure of the Owner to reasonably pursue the required permitting/approvals for and completion of required traffic mitigation measures shall be grounds for the cessation of the issuance of development permits for future sites; provided, however, that should the County Administrator determine that there is a default by the Owner, he shall immediately notify the Owner in writing by certified mail, return receipt requested, and allow the Owner fifteen (15) days to respond with an explanation of why Owner is not in default or a plan for remedying the default. In the event the Owner presents a plan of remediation for approval by the County Administrator, whose approval shall not be unreasonably withheld, the parties shall agree to a commercially reasonable time to complete the remediation plan, and during such time no negative action shall be taken against the Owner or Developers. Failure to submit such a response or failure to subsequently pursue a plan of remediation may result in a moratorium on future development permits, a stop work order, and any other consequences reasonably determined by the County Administrator. The parties acknowledge that owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement, unless the Property remains under unified ownership or unless such owners of completed buildings have been assigned any rights under this Agreement. In such case, the owners of completed buildings shall also be obligated for obligations set forth in this Agreement.

XVI. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the County and the Owner; such written agreement may be by resolution or ordinance at the County's sole discretion. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the County and the Owner of said portion of the Property. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify,

discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

The Conceptual; Master Plan is not intended to be rigid, nor to identify exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set forth herein and the general concept of environmentally sensitive residential developments suggested by the Conceptual Master Plan is followed and respected, however, reductions in buffers and setbacks in relation to external properties and roadways are major modifications. Such minor variations are eligible to be approved at staff level in accordance with the Zoning Regulations.

XVII. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by, i) immediately upon delivery if by personal delivery or by independent courier service or by facsimile or, ii) if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified or, iii) the day of transmission by electronic mail transmission, if receipt is confirmed or a mailing is made the day of transmission by United State Mail, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be given at the following addresses:

To Jasper County:

County Administrator
Jasper County
358 Third Avenue
Courthouse Square
Post Office Box 1149
Ridgeland, South Carolina 29936
Email: afulghum@jaspercountysc.gov

With Copy To: County Attorney
Jasper County
358 Third Avenue
Courthouse Square
Post Office Box 1149
Ridgeland, South Carolina 29936
Email: dtedder@jaspercountysc.gov

And to the Owner at: Conduit Street Partners, LLC
Peter Zadoretzky, Co-Managing Member
59 Franklin Street
Annapolis, Maryland 21401
Email: pzadoretzky@oapartners.com

With Copy To: Bouhan Falligant LLP
John D. Northup, III
One West Park Avenue
Savannah, Georgia 31401
Email: jdnorthup@bouhan.com

XVIII. ENFORCEMENT.

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement.

XIX. GENERAL.

A. **Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developer(s) and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this

Agreement. In addition, the Owner, Developers and the County each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Notwithstanding the foregoing, any adoption by the County of an ordinance assessing Impacts Fees or their equivalent shall be governed by Article XII hereof.

B. Estoppel Certificate. The County, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- (1) that this Agreement is in full force and effect,
- (2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
- (3) whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and
- (4) whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings among the County and the Owner relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the County, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

E. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of public facilities and compatibility between developed and undeveloped lands and their uses.

G. **Assignment.** Subject to the notification provisions hereof, Owner may assign its rights and responsibilities hereunder to a subsidiary or sister company.

H. **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

I. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

J. **Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

K. **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

L. **No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by the County, the Owner and Developers. No other persons shall have any rights hereunder.

M. **Contingencies.** This Agreement is contingent on acquisition of the Property, the approval of the Board of Directors of Owner and the County Council of the Jasper County, South Carolina. Notwithstanding the above, Owner agrees to remain responsible for the payment of the processing fees incurred by the County in reviewing and approving the Planned

Development District application and Development Agreement as set forth in Article XI (11) above.

N. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with the Jasper County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

O. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

XX. SUCCESSORS AND ASSIGNS.

A. Binding Effect. This Agreement shall be binding on the successors and assigns of the Owner in the ownership or Development of any portion of the Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Property shall be solely responsible for performance of obligations hereunder as to the portion or portions of the Property so transferred. Developers or other assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to perform the obligations in this Agreement, said document to be in recordable form and provided to the County at the time of the recording of any deed transferring a development tract. Following delivery of such documents, the previous Owner shall be released of any further liability or obligation with respect to the obligations.

B. Transfer of Project. The Property Owner shall be entitled to transfer any portion or all of the Property to a purchaser(s), subject to the following exceptions:

1. Transfer of Facilities and Service Obligations. Simultaneous with the Owner conveying any portion of the Property to a third party, the Owner shall be required to obtain a written agreement in substantially the same form as **Exhibit F**, attached hereto and incorporated herein by reference, expressly assuming the obligations with regard to the parcel conveyed and the potential Development of same. The Owner shall notify the County within thirty (30) days after the conveyance of the property, provide the County with the applicable documents assigning the

development obligations to the transferee and record the same in the office of the Jasper County Register of Deeds.

2. **Assignment of Development Rights.** Any and all conveyances of any portion of the Property subject to the intensities/square footage set forth in Article VII herein to third party developers shall, by written agreement in substantially the same form as **Exhibit E**, assign a precise number of residential units and/or commercial/office square footage along with the permitted land uses that may be constructed on the subject property being conveyed. The Owner shall notify the County within thirty (30) days of the conveyance of the property, provide the County with the applicable documents assigning the development rights to the transferee and record the same in the Office of the Jasper County Register of Deeds.

3. **Mortgage Lenders.** Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Property to any such mortgage lender or subsequent purchaser. Notwithstanding the foregoing, the obligations and restrictions arising under this Development Agreement run with the land, and a foreclosure or subsequent transfer does not extinguish the obligations and restrictions, arising hereunder, and such shall survive the foreclosure or subsequent transfer. It is the intention of this subsection to merely forego the prerequisite notice of transfer documentation contained in subsections 1 and 2 immediately above.

C. **Release of Property Owner.** In the event of conveyance of all or a portion of the Property and compliance with the conditions set forth herein, and specifically subsections XX(B) (1) and (2), Conduit Street Partners, LLC shall be released from all obligations as to the portion of Property so transferred, and the transferee shall be substituted as the Owner under the Agreement as to the portion of the Property so transferred.

XXI. STATEMENT OF REQUIRED PROVISIONS

A. **Specific Statements.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in **Exhibit A** attached hereto. The present legal Owners of the Property are Paul H. Anderson, Emily A. Tillman and John F. Anderson. Conduit Street Partners, LLC have an equitable interest in the Property by virtue of a purchase agreement with the present legal Owners.
2. **Duration of Agreement.** The duration of this Agreement shall be as provided in Article III.
3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development related standards, are contained in Zoning Regulations, as supplemented by this Agreement. Based on prior experience with the type of Development contemplated by the Zoning Regulations, it is estimated that the average size household of the Project will be 2.5 persons. Based on maximum density build out, the population density of the Project is anticipated to be approximately 690 to 700 persons.
4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All requirements relating to land transfers for public facilities, if any, are set forth above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.
6. **Local Development Permits.** The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina(OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.
7. **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the County, which include a Planned Development District for the Property.
8. **Terms for Public Health, Safety and Welfare.** The County Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.
9. **Historical Structures.** Any cultural, historical structure or sites will be addressed through applicable federal and state regulations the permitting

process at the time of development, as required by applicable state regulations.
No such structures or sites are known to exist.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

SIGNATURES AND ACKNOWLEDGMENTS BEGIN ON THE FOLLOWING PAGE

WITNESSES:

CONDUIT STREET PARTNERS, LLC

By: _____

Peter Zadoretzky

Its: Co-Manager

STATE OF

)

COUNTY OF

)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this _____ day of _____, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared the duly authorized official of Conduit Street Partners, LLC., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for Maryland

My Commission Expires: ____

WITNESSES:

JASPER COUNTY, SOUTH CAROLINA

By: _____

Barbara B. Clark

Its: _____

STATE OF SOUTH CAROLINA.

)

ACKNOWLEDGMENT

)

COUNTY OF JASPER

)

I HEREBY CERTIFY, that on this ____ day of _____, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Barbara B. Clark, Chair of Jasper County Council, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officials of the County of Jasper, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina

My Commission Expires: _____

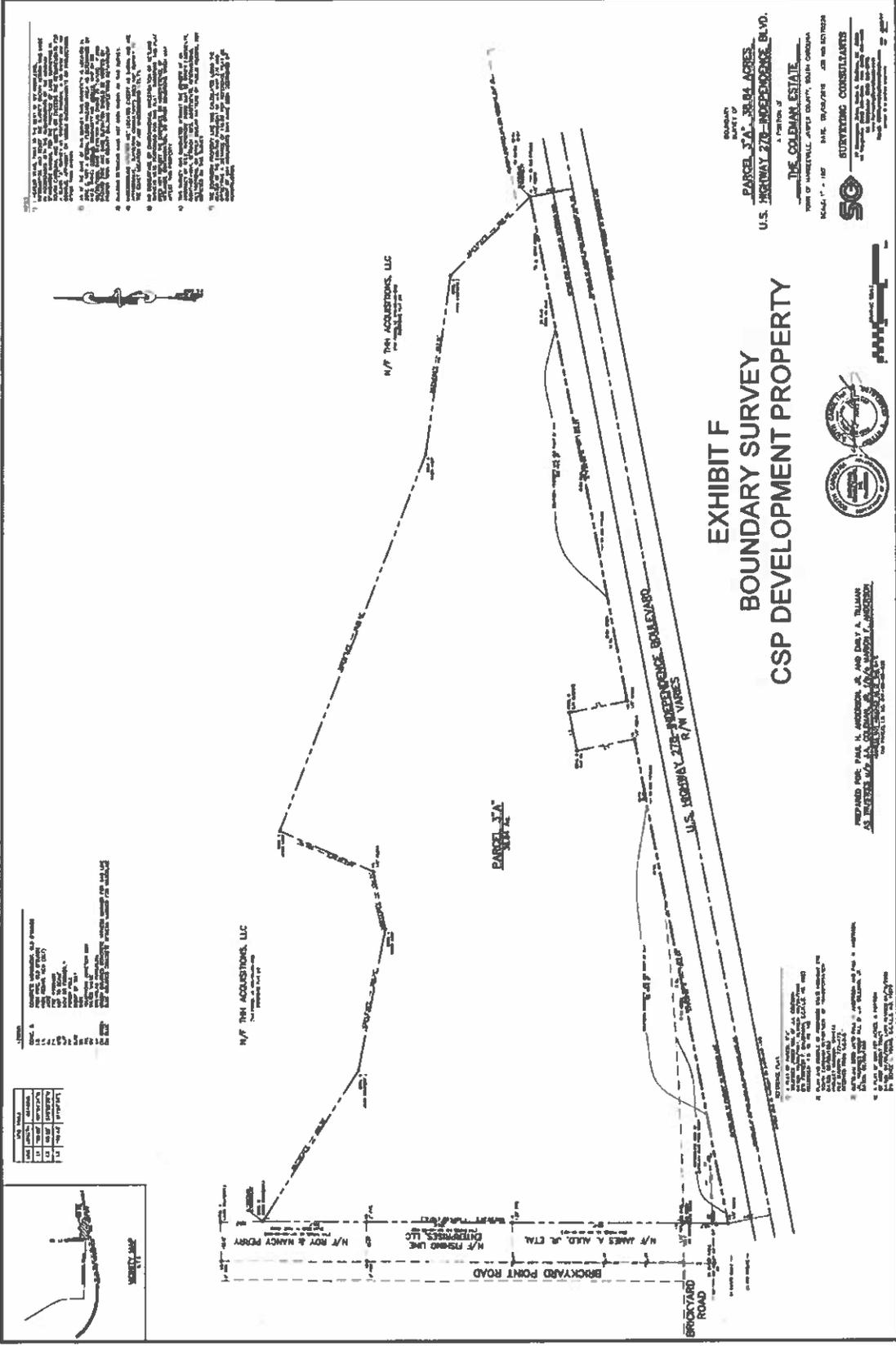
EXHIBIT A
TO DEVELOPMENT AGREEMENT
PROPERTY DESCRIPTION OF CSP DEVELOPMENT TRACT

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in Jasper County, South Carolina, shown and designated as Parcel 3"A", containing 38.84 acres, more or less, as shown on the plat prepared by Surveying Consultants, Inc., Justin R. Kesselring, SC PLS #29901, dated February 8, 2018. Said property more particularly described as follows:

Beginning at a point on the Northern side of U.S. Highway 278 at an iron rebar set having the following coordinates: N:171589.95 E:1992462.71, thence running S79°09'06"W for a distance of 1318.21 feet to an iron rebar set, thence turning and running N11°04'34"W for a distance of 150.83 feet to a concrete marker found, thence turning and running S 78°55'26"W for a distance of 99.55 feet to a concrete marker found, thence turning and running S11°04'34"E for a distance of 150.43 feet to an iron rebar set, thence turning and running S79°09'06"W for a distance of 1262.84 feet to an iron rebar set, thence turning and running N00°25'26"E for a distance of 1188.30 feet to a concrete marker found having the following coordinates: N:172273.69 E:198983.80 thence turning and running S57°38'33" E for a distance of 456.78 feet to a concrete marker found, thence running S79°13'35"E for a distance of 366.75 feet to a concrete marker found, thence turning and running N78°17'02"E for a distance of 150.71 feet to an iron rebar set, thence turning and running N23°32'02"E for a distance of 261.70 feet to a concrete marker found, thence turning and running S68°51'52"E for a distance of 1036.18 feet to a concrete marker found, thence S82°14'06"E for a distance of 462.11 to a concrete marker found, thence turning and running S44°27'37"E for a distance of 287.48 feet to the point of Beginning.

This being a portion of the property conveyed to the within Grantors by deeds of Paul H. Anderson and J. R. Youmans, Jr. as Trustees under the Will of J. A. Coleman by Trustees' Division Deed dated July 3, 1987, recorded in the Jasper County records in Book 91 at Page 1612 and by Trustees' Corrective Division Deed dated December 21, 1987, recorded in Book 92 at Page 1015, re-recorded in Book 315 at Page 105 in said Jasper County records.



1. THE SURVEY IS BASED UPON THE RECORD PLATS AND DEEDS REFERRED TO IN THE LISTING OF REFERENCES AND THE FIELD NOTES OF THE SURVEYOR.

2. THE SURVEYOR HAS REVIEWED THE RECORD PLATS AND DEEDS REFERRED TO IN THE LISTING OF REFERENCES AND HAS FOUND THEM TO BE CORRECT AND VALID.

3. THE SURVEYOR HAS REVIEWED THE FIELD NOTES OF THE SURVEYOR AND HAS FOUND THEM TO BE CORRECT AND VALID.

4. THE SURVEYOR HAS REVIEWED THE FIELD NOTES OF THE SURVEYOR AND HAS FOUND THEM TO BE CORRECT AND VALID.

5. THE SURVEYOR HAS REVIEWED THE FIELD NOTES OF THE SURVEYOR AND HAS FOUND THEM TO BE CORRECT AND VALID.

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9. THE SURVEYOR HAS REVIEWED THE FIELD NOTES OF THE SURVEYOR AND HAS FOUND THEM TO BE CORRECT AND VALID.

10. THE SURVEYOR HAS REVIEWED THE FIELD NOTES OF THE SURVEYOR AND HAS FOUND THEM TO BE CORRECT AND VALID.

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2. THE SURVEYOR HAS REVIEWED THE RECORD PLATS AND DEEDS REFERRED TO IN THE LISTING OF REFERENCES AND HAS FOUND THEM TO BE CORRECT AND VALID.

3. THE SURVEYOR HAS REVIEWED THE FIELD NOTES OF THE SURVEYOR AND HAS FOUND THEM TO BE CORRECT AND VALID.

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9. THE SURVEYOR HAS REVIEWED THE FIELD NOTES OF THE SURVEYOR AND HAS FOUND THEM TO BE CORRECT AND VALID.

10. THE SURVEYOR HAS REVIEWED THE FIELD NOTES OF THE SURVEYOR AND HAS FOUND THEM TO BE CORRECT AND VALID.

NO.	DESCRIPTION	DATE
1	RECORD PLAT	1/1/19
2	DEED	1/1/19
3	DEED	1/1/19
4	DEED	1/1/19
5	DEED	1/1/19
6	DEED	1/1/19
7	DEED	1/1/19
8	DEED	1/1/19
9	DEED	1/1/19
10	DEED	1/1/19



EXHIBIT F
BOUNDARY SURVEY
CSP DEVELOPMENT PROPERTY

BOUNDARY SURVEY OF
PARCEL 37A - 38.04 ACRES
 U.S. HIGHWAY 278-INDEPENDENCE BLVD.
 A PORTION OF
THE COLEMAN ESTATE
 TOWN OF MARSHALL, JEFFERSON COUNTY, NORTH CAROLINA
 MADE BY: **THE SURVEYOR** AND HIS ASSISTANTS
SO SURVEYING CONSULTANTS
 1000 W. HARRIS STREET, SUITE 100
 RAYNESVILLE, NORTH CAROLINA 27049
 PHONE: 704.738.1111
 FAX: 704.738.1112
 WWW.SURVEYINGCONSULTANTS.COM



PREPARED FOR: **PAUL N. ANDERSON, JR. AND DALE A. TULLUM**
 200 W. HARRIS STREET, SUITE 100
 RAYNESVILLE, NORTH CAROLINA 27049
 PHONE: 704.738.1111
 FAX: 704.738.1112
 WWW.SURVEYINGCONSULTANTS.COM

EXHIBIT B-1
TO DEVELOPMENT AGREEMENT
PLANNED DEVELOPMENT DISTRICT

The Planned Development District approval for CSP Development (the Property hereunder), as adopted in Ordinance O-2022-16 by the Jasper County Council on June 27, 2022, is hereby incorporated herein by reference, to include all drawings, plans, narratives and documentation submitted therewith, as fully as if attached hereto. The parties hereto may elect to physically attach said documents hereto, or may rely upon the above stated incorporation by reference, at their discretion.

**EXHIBIT B-2
TO DEVELOPMENT AGREEMENT
CONCEPTUAL MASTER PLAN**

EXHIBIT B CONCEPTUAL MASTER PLAN



Site Analysis
 Site Area: 25.24 acres
 Wetlands: 1.73 acres
 Open Forest: 0.59 acres
 Proposed Density: 265 units

Reference Information
 Parcel 3 7' x 4'
 Plat Book 58, Page 146
 Tax Parcel ID: 061-00-01-030

WOOD PARTNERS
 LANDSCAPE ARCHITECTURE
 10000 Woodbridge Drive, Suite 100
 Woodbridge, VA 22191
 Phone: 703.596.1100
 Fax: 703.596.1101
 www.woodpartners.com

CSP DEVELOPMENT - SMOULZMAN & COMPANY
 CONCEPTUAL MASTER PLAN
 10000 Woodbridge Drive, Suite 100
 Woodbridge, VA 22191
 Phone: 703.596.1100
 Fax: 703.596.1101
 www.cspdevelopment.com

Applicant: Conduit Street Partners, LLC
 10000 Woodbridge Drive, Suite 100
 Woodbridge, VA 22191
 Phone: 703.596.1100
 Fax: 703.596.1101
 www.conduitstreet.com

EXHIBIT C
TO DEVELOPMENT AGREEMENT
ZONING REGULATIONS

1. The Jasper County Zoning Ordinance, being codified with Municode© and current on Municode© through Supplement No. 3 as of June 21, 2021 as amended through the Effective Date of this Agreement
2. The Planned District Development (PDD) Conceptual Master Plan dated January 27, 2022 and adopted by Jasper County by Ordinance Number O-2022-16.

EXHIBIT D

TO DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

Development of the Property is expected to occur over the five (5) year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner as the development evolves over the term.

<u>Type of Development</u>	<u>Year(s) of Commencement / Completion</u>
<u>Rental and/or For Sale</u> Residential Single Family	2023-2024 commencement, expected buildout 2027

As stated in the Development Agreement, Article VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.



LAKE SIDE BLVD N

INDEPENDENCE BLVD

LATITUDE BLVD

SUMMERTIME P

042-00 -06-038

042-00 -06-060

042-00 -06-062

041-00 -04-017

041-00 -04-015

041-00 -04-024

041-00 -03-030

042-00 -06-055

041-00 -03-012

041-00 -03-020

BRICKYARD PTE

BRICKYARD RD

041-00 -04-010

041-00 -03-007

041-00 -04-004