



Watch Live via YouTube at:

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

To participate in a **Public Hearing for a specific agenda item**, you may either email written public comments to comments@jaspercountysc.gov by **1:00PM on Monday, December 2, 2024**; or you can speak in person at the Council Meeting by signing in on the **Public Hearing Sign In Sheet** located outside the Council Chambers Doors prior to the start of the meeting. **Public Hearing Comments** shall be limited to **3 minutes per person**.

Instructions may also be found at the Jasper County website www.jaspercountysc.gov

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



JASPER COUNTY COUNCIL
COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Bldg.
358 3rd Avenue, Ridgeland, SC 29936

Monday, December 2, 2024

AGENDA

5:30PM

1. Call to Order of Council Meeting by Chairman Sauls

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

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.

2. Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [Exit 3; Engagement Agreement with Lawrence Flynn of Pope Flynn; Nickel Plate Tolling Agreement Extension](#)

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

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

3: Return to Open Session at 6:30PM

- **3.1 Action coming out of Executive Session**

4. Pledge of Allegiance and Invocation:

5. Introduction of New Council Member

- **Swearing In Ceremony for Councilman Chris VanGeison by Judge Gutierrez**

6. Approval of the Consent Agenda Items:

Approval of Consent Agenda passes all Consent Agenda Items. Consent Agenda Items are not considered separately unless any Councilmember so requests. In the event of such a request the item is placed at the end of the Public Hearings, Ordinances and Action Items.

7. Approval of the Regular Agenda:

PRESENTATIONS

8. [Arthur Benjamin](#) – Update on Detention Center Repairs.

PROCLAMATION

9. [None](#)

RESOLUTIONS

10. [David Tedder](#) – Consideration of Resolution [#R-2024-43](#) A Resolution authorizing the acceptance of a deed to 5.05 acres of land, more or less, owned by First Carolina Corporation of South Carolina at the Center Point Development Agreement Property located on Highway 170 adjacent to the John Paul II school site, being a part of TMS Number 081-00-03-019.

11: [Kimberly Burgess](#) – Consideration of Resolution [#R-2024-44](#) a Resolution of Jasper County, South Carolina Authorizing a Capital Lease Purchase Financing in an amount not exceeding Eleven Million Dollars (\$11,000,000); Approving the execution and delivery of necessary documents and closing papers; and other matters relating thereto.

12: [David Tedder](#) – Consideration of Resolution [#R-2024-45](#) a resolution of Jasper County Council Memorializing the Ratification of the Option Contract for the Purchase of 252 Russell Street, Ridgeland, SC , having TMP Number 063-26-02-003, and matters related thereto.

13. [David Tedder](#) - Consideration of Resolution [#R-2024-46](#) A Resolution Authorizing a Joinder Agreement to Provide for the Addition of Palmetto Plastics Innovations, LLC as a Sponsor Affiliate, to Authorize an Assignment of the Benefits of Such Agreement, and to Address Other Matters Related Thereto.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

14. **David Tedder** – **Public Hearing** and Consideration Of The **3rd Reading** Of Ordinance **#O-2024-26** Authorizing The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Jasper County, South Carolina And Palmetto Plastics Innovations LLC, A Company Also Known As Project Pilgrimage, With Respect To Certain Economic Development Property In The County, Whereby Such Property Will Receive Certain Special Source Credits; And Other Matters Related Thereto. (Project Pilgrimage) (*1st reading 10.21.2024; Public Hearing and 2nd reading on 11.04.2024*)

15. **David Tedder** – Consideration Of The **3rd Reading** Of Ordinance **#O-2024-27** To Establish, Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended, A Multi-County Industrial/Business Park, In Conjunction With Beaufort County, South Carolina; To Authorize The Execution And Delivery Of A Multicounty Park Agreement By And Between Jasper County, South Carolina And Beaufort County, South Carolina; To Provide For A Written Agreement With Beaufort County As To The Sharing Of The Revenues And Expenses Of The Park; To Provide For The Distribution Of Revenues From The Park Among Taxing Entities Having Jurisdiction Over The Park; To Provide For A Fee In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto. (Project Micro) (*1st reading 10.21.2024; Public Hearing and 2nd reading 11.04.2024*)

16. **David Tedder** – **2nd Public Hearing Only** Of An Ordinance Approving A **Development Agreement** For The Jasper Telfair Tract Pursuant To The South Carolina Local Government Development Agreement Act And Article IV, Title 20 Of The Code Of Ordinances Of Jasper County, And Authorizing The Chairman Of Jasper County Council To Execute Said Development Agreement, And Matters Related Thereto. (Jasper Telfair PDD)

To review this Development Agreement Document separately, please see the attached link below:
[Doc#_51968025_v_4_Jasper Telfair One LLC - Development Agreement with Jasper County.pdf](#)

If you find this link will not open from your computer, please type in the following:
<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:c56a9592-b19c-491e-84cc-d283cb8daf92>

17. **Lisa Wagner** – Consideration of **1st Reading** of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located along Floyd Road, bearing Jasper County Tax Map Number 045-00-01-049, consisting of 3 acres from the Rural Preservation Zone to the Residential Zone on the Jasper County Official Zoning Map.

18. **Lisa Wagner** – Consideration of **1st Reading** of an Ordinance to adopt Planned Development District Zoning, Planned Development District Standards, and Conceptual Master Plan for a tract of land consisting of approximately 223.70 acres, bearing Jasper County Tax Map Numbers 038-00-08-044, located along Bellinger Hill Road, and known as Daly Organics PDD.

19. **David Tedder** – Consideration of the **1st Reading** of an Ordinance Approving a Development Agreement for the Daly Organics Development Property consisting of approximately 223 acres, more or less, owned by Bellinger Hill Properties, LLC in the Bellinger Hill Area of Jasper County, South Carolina, Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code of Ordinances of Jasper county, Authorizing the Chairperson of the Jasper County Council to execute the Development Agreement, and Matters Related Thereto. (*This document is included in the agenda e-packet*)

20. **Lisa Wagner** – Consideration of **1st Reading** of an Ordinance to Amend Article 2.1.1 of the Jasper County Land Development Regulations, *Exempt Subdivision*, limiting the number of parcels that can be subdivided from a single parcel of land when using the State’s exemption, to 4 individual parcels; to define an existing street and existing easement; Invoking application of the Pending Ordinance Doctrine; and other matters related thereto.

21. **Wanda Giles** - Consideration Of Approval Of A Candidate To Be Appointed By The Jasper County Council To The Regional Housing Trust Oversight Board.

22. **Wanda Giles** - Consideration Of Approval For The Re-Appointment Of Harry Williams To The SCA Board of Directors Appointment for 2025

23. **Chief Wells** - Consideration of approval for the purchase of two mid-sized SUV’s for the 911 Communications Division, this is a budgeted item and on State Contract. Request authorization for the Administrator to Execute all Documents.

24. **Kimberly Burgess** – Consideration of Acceptance of grant award in the amount of \$11,344.40 from the South Carolina Department of Health And Authorize the County Administrator to Execute All Documents.

CITIZEN COMMENTS

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

25. Administrator’s Report:

CONSENT AGENDA

26. **Wanda Giles** - Consideration of Re-appointment of Ms. Barbara Bartoldus to the Board of Zoning Appeals.

27. **Wanda Giles** – Consideration of the draft schedule of 2025 County Council Schedule Meeting Dates for approval at the January 6, 2025, meeting.

28. Approval of the Minutes

END OF CONSENT AGENDA

29. Council Members Comments:

30. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II.

**Council may act on any item appearing on the agenda including items discussed in executive session.*

31. Adjournment:

Special Accommodations Available Upon Request to Individuals with Disabilities, please contact the Jasper County ADA & Civil Rights Coordinator, ***Tisha Williams*** in person at 358 Third Avenue, Ridgeland, South Carolina, by telephone at ***(843) 717-3690*** or via email at [***jadministrator@jaspercountysc.gov***](mailto:jadministrator@jaspercountysc.gov) no later than 48 hours prior to the scheduled meeting

AGENDA

ITEM # 8

There was no information
provided for the Council Packet

AGENDA

ITEM # 10

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2024-43

RESOLUTION OF JASPER COUNTY COUNCIL

Authorizing the acceptance of a deed to 4.34 acres of land, more or less, owned by First Carolina Corporation of South Carolina at the Center Point Development Agreement Property located on Highway 170 adjacent to the John Paul II school site, being a part of TMS Number 081-00-03-019.

WHEREAS, First Carolina Corporation of South Carolina (“First Carolina”) are the owners of certain real property (“Property”) described on a plat of survey by Gasque and Associates dated November 21, 2024, entitled “Subdivision of 081-00-03-019 For Fire Station, Prepared for First Carolina Corporation, Okatie, Jasper County, South Carolina” (an unrecorded copy of which is attached); and

WHEREAS, the Property is subject to the terms of a Development Agreement filed at Book 691 at Page 172 in the Office of the Register of Deeds for Jasper County, as amended by Ordinance Number O-2022-10 filed in Book 1105 at Page 469 (collectively, the “Development Agreement”), and;

WHEREAS, the Development Agreement requires the donation of a parcel of land for a “Civic Site” being three acres in size, with a valuation of the Civic Site to be determined by an appraisal; and

WHEREAS, such value is contemplated to be used as a credit against Development Fees due to the County under the Development Agreement, and are capped under the terms of the Development Agreement at a value not exceeding \$190,000.00 per acre for the three (3.0) acres, with an adjustment procedure in the event the three acres is valued at more than the \$190,000.00 per acre; and

WHEREAS, First Carolina is desirous of amending the terms of the dedication to relinquish any claim for payment by credit against Development Fees against the County in excess of the capped value provided in the Development Agreement, donating any excess value as a donation to the County not only the excess value of the three acres, but also donating additional acreage at no cost,

such additional acreage totaling 1.34 acres, more or less, bringing the total land area to be dedicated to the County to 4.34 acres, ; and

WHEREAS, Jasper County Council is of the belief that it is in the best interest of the County and its citizens to accept this gift and to establish certain criteria, authorizations, and administration for the gift;

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same, incorporating the foregoing premises, that Jasper County Council hereby authorizes the acceptance of the total 4.34 acres identified herein under the terms and conditions set forth herein:

1. The real property shall be accepted in “as is” condition by Limited Warranty or Quitclaim Deed from current owners with an acknowledgement of a gift to the County at the fair market value of the real property, as determined by the appraisal, in excess of the capped value of the three acres as provided in the Development Agreement, with the appraised value of the three acres, not exceeding the value of \$190,000.00 per acre being available to First Carolina Corporation of South Carolina as a credit against the Development Fees as provided in the Development Agreement.
2. The Jasper County Administrator, shall be and he is hereby authorized to execute any and all documents to effect the gift, the transfer and to pay the costs, if any, of deed preparation, title research, survey, and usual and customary expenses of a real estate transfer.
3. The Jasper County Administrator is also authorized to utilize the services of attorney Lawrence Flynn of the Pope Flynn law firm, who has previously represented Jasper County in transactions regarding First Carolina Corporation of South Carolina and the development agreement, for the purposes of completing this donation, as the County Attorney has previously disclosed his law office represented First Carolina Corporation for many years in transactional matters for the owners of the corporation.
4. The County Administrator is requested to draft for Jasper County Council for signature of the Chairman appropriate letters of thanks to the donors of the additional property beyond the three acres identified in the Development Agreement.

This Resolution No. _____ made this _____ day of _____, 2024.

L. Martin Sauls, IV
Chairman

ATTEST:

Wanda Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date



SITE MAP (N.T.S.)

LEGEND OF SYMBOLS & ABBREVIATIONS

TRANSFORMER	CENTER LINE	CONCRETE
TELEPHONE POLE	METAL FENCE	DIRT ROAD
ADJOINERS	FLOOD LINE	TREE SIZE & TYPE
GRATE INLET	CRITICAL LINE	ELEVATION
STORM MANHOLE	WIRE FENCE	
SEWER MANHOLE	OVERHEAD WIRE	
CONCRETE MARKER	CONTOUR LINE	
IRON ROD		



- NOTES:**
- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
 - 2.) THIS PLAT DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF THE U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
 - 3.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
 - 4.) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT CERTIFIABLE.
 - 5.) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
 - 6.) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 - 7.) THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF AN OVERLAY DISTRICTS, SUCH AS: AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
 - 8.) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED, FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
 - 9.) SETBACKS SHOWN AS PER PLAT OF RECORD AND MUST BE VERIFIED WITH OFFICIAL AGENCY BEFORE PURCHASE AND OR CONSTRUCTION ON SUBJECT PROPERTY.
 - 10.) THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE X UNSHADED AS DETERMINED BY F.E.M.A. FIRM COMM-PANEL NUMBER 45053C0410D DATED MARCH 23, 2021.
 - 11.) FLOOD ZONE LINES AS SHOWN ARE SCALED FROM MAPS PROVIDED BY FEMA AND DRAWN ON THE LANDWARD EDGE OF THE FLOOD ZONE BORDER.
 - 12.) CONTOUR INTERVAL IS 1'.
 - 13.) VERTICAL DATUM IS 1988 NAVD.

- REFERENCES:**
- 1.) T.M.S.# 081-00-03-019
 - 2.) PLAT BY: GASQUE & ASSOCIATES, INC. DATED: JULY 29, 2019 PLAT BK/Pg: 37/10 JASPER COUNTY R.M.C. OFFICE
 - 3.) DEED REFERENCE BK/Pg: 827/128
 - 4.) PLAT BY: SURVEYING CONSULTANTS DATED: 2/24/2012, REVISED 6/7/2022 PLAT BK/Pg: 38/398 JASPER COUNTY R.M.C. OFFICE
 - 5.) PLAT BY: WARD EDWARDS, INC. DATED: DECEMBER 7, 2004 PLAT BK/Pg: 27/436 JASPER COUNTY R.M.C. OFFICE

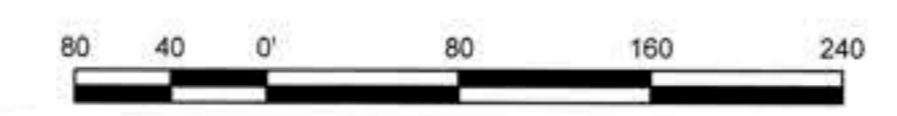
GASQUE & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
 28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
 P.O. BOX 1363, BEAUFORT, S.C.
 (843) 522-1798

I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements as specified therein.

David E. Gasque, R.L.S.
 S.C. Registration Number 10506

THIS PLAT IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE OF THE ENTITY OR PERSON(S) SHOWN HERE ON.

SC HIGHWAY 170 66' R/W

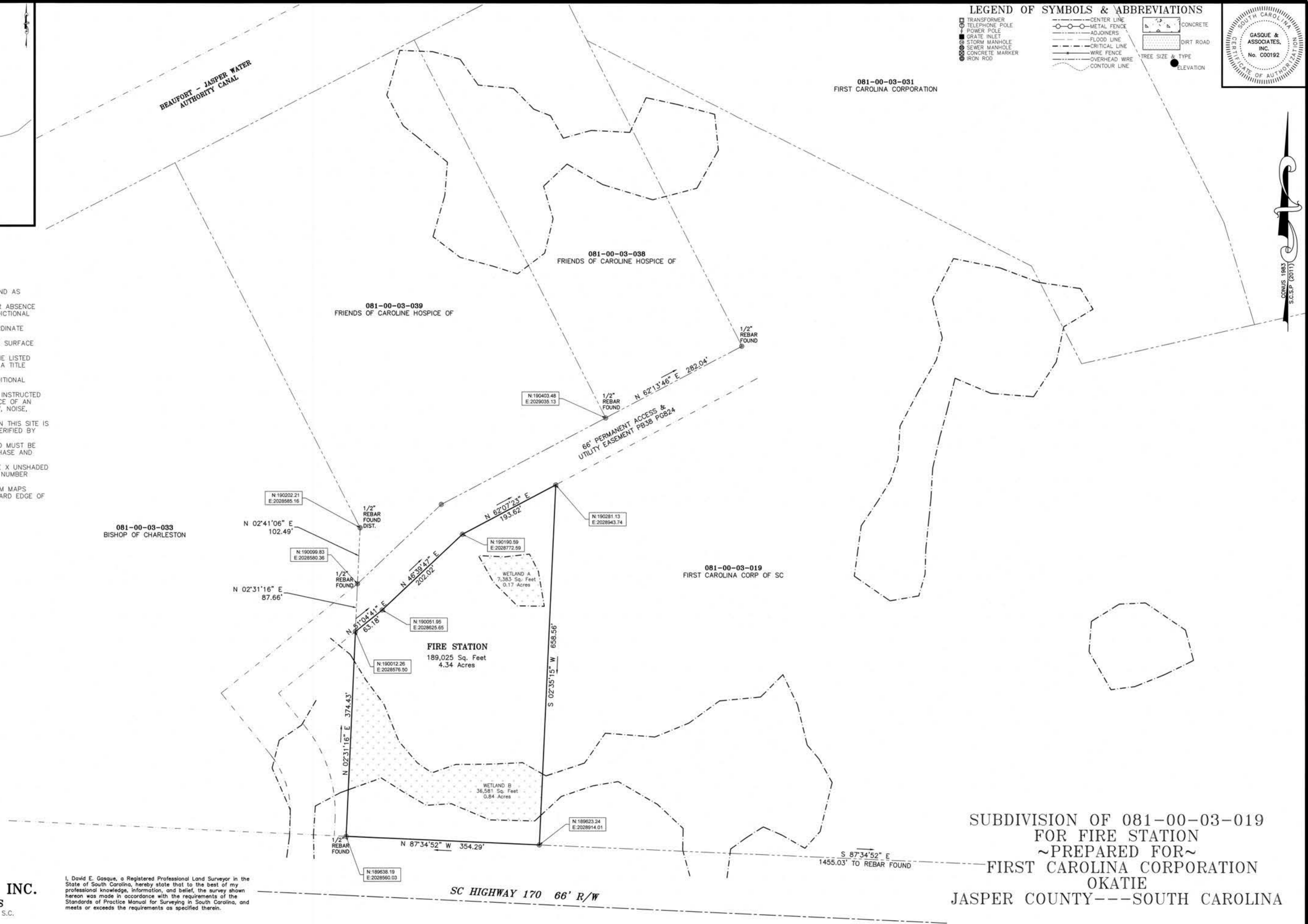


SUBDIVISION OF 081-00-03-019
 FOR FIRE STATION
 ~PREPARED FOR~
 FIRST CAROLINA CORPORATION
 OKATIE
 JASPER COUNTY---SOUTH CAROLINA

DATE: NOVEMBER 21, 2024

SCALE: 1"=80'

JOB#: 60833 F.B.#: NA DRAWN BY: 6



AGENDA

ITEM # 11

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION #R-2024-44

A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA AUTHORIZING A CAPITAL LEASE PURCHASE FINANCING IN AN AMOUNT NOT EXCEEDING ELEVEN MILLION DOLLARS (\$11,000,000); APPROVING THE EXECUTION AND DELIVERY OF NECESSARY DOCUMENTS AND CLOSING PAPERS; AND OTHER MATTERS RELATING THERETO

WHEREAS, Jasper County, South Carolina (the “*County*”) acting through the County Council of Jasper County as its governing body (the “*Council*”), is a body corporate and politic and political subdivision of the State of South Carolina (the “*State*”), and as such possesses all general powers granted by the Constitution and statutes of the State to counties;

WHEREAS, pursuant to State law, the County may contract for the purchase, lease, rental or other acquisition of equipment to be used for fire-related purposes within the unincorporated area of the County;

WHEREAS, it is in the best interests of the County to acquire certain personal property pursuant to a lease purchase financing arrangement and the entering into by the County of a lease purchase contract (the “*Contract*”) with a financial institution (the “*Bank*”).

WHEREAS, the County has determined that the need exists to acquire eleven (11) pumper fire trucks and related equipment (the “*Equipment*”);

WHEREAS, the Equipment is essential to the operations of the County;

WHEREAS, the Contract will not constitute a “financing agreement” and the Equipment will not constitute an “asset” as such terms are defined in Section 11-27-110 of the Code of Laws of South Carolina 1976, as amended. Thus, the amount of the Contract will not be included when calculating the County’s constitutional debt limit;

WHEREAS, the Equipment shall be acquired by and titled, as applicable, in the name of the County; and

WHEREAS, the County has determined to negotiate with financial institutions and receive proposals to finance the Equipment.

BE IT THEREFORE RESOLVED, as follows:

SECTION 1. *Authorization for the Financing and Contract.*

(a) Council hereby determines to finance the acquisition of the Equipment (the “*Financing*”). The Council hereby authorizes the County Administrator of the County (the

“*County Administrator*”) to negotiate the Financing with certain financial institutions, and such negotiations may further include distribution and receipt of a request for proposals related to the Financing (“*RFP*”). On the basis of such negotiations or the responses to the RFP, the Financing shall be awarded to the Bank that the County Administrator, in his sole discretion, determines to provide the most advantageous terms to the County. In making such determination and award, the County Administrator may act in his sole discretion so long as the bid otherwise conforms to the term hereof. To the extent the County Administrator has already begun such negotiations or otherwise distributed an RFP prior to the approval of this Resolution, all such actions associated therewith are ratified and approved in their entirety.

(b) The Financing may be separated into multiple series of obligations, which may be issued on tax-exempt and/or taxable basis as determined by legal counsel to the County. The amount of the Financing, including any costs of issuance associated therewith, shall not exceed \$11,000,000 (the “*Lease Amount*”) and the final Lease Amount, term, closing date, and other material terms for the Financing shall be determined by the County Administrator. However, in no event shall the interest rate on the Financing exceed 6.50% per annum.

(c) The Contract, the winning Bank’s bid response and all related documents for the closing of the Financing (collectively, the “*Financing Documents*”) shall be consistent with the foregoing terms. The County Administrator and the County’s Director of the Administrative Services Division (together, the “*Authorized Officers*”) are severally authorized to execute, acknowledge and deliver such documents and instruments as may be necessary in connection with the execution and delivery of the Financing Documents. The Clerk to Council or any Authorized Officer (other than the Authorized Officer executing the applicable Financing Document) are further authorized to affix the seal of the County to any of the Financing Documents and attest thereto. Each Authorized Officer is further authorized to take all such further action as they may consider necessary or desirable to carry out the Financing as contemplated by the provisions of this Resolution.

(d) The County Administrator is hereby directed and authorized to hold executed copies of the Financing Documents until the conditions for delivery of the Financing Documents have been completed to his satisfaction. The Financing Documents, consistent with the provisions of the winning bid, shall be in such final forms as the County Administrator shall approve, and with the County Administrator’s release of any Financing Document for delivery constituting conclusive evidence of such his final approval of the final form of any of the Financing Documents.

SECTION 2. *Vacancy.* In case any of such offices for any Authorized Officer shall be vacant or the holder thereof shall be unable to serve at any particular time, then the authorization contained herein shall extend to any person serving in such capacity as an interim or acting holder of such office.

SECTION 3. *Security for Contract.* The financial obligations of the County under the Contract do not constitute general obligations of the County to which its faith and credit or taxing power are pledged, but are subject to and dependent upon lawful appropriations of funds being made by the Council to pay payments due in each fiscal year under the Contract. The

County's obligations under the Contract are from year to year only and do not constitute a mandatory payment obligation of the County in any fiscal year in which funds are not appropriated by the County to pay the lease payments due in such fiscal year. The County has no continuing obligation to appropriate funds to pay rental payments due under the Contract and may terminate its obligations under the Contract on an annual basis without any penalty.

SECTION 4. *Tax Covenants.* For any portion of the Financing issued on a federally tax-exempt basis, the Authorized Officer may covenant on behalf of the County that the County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on the Financing to be includable in the gross income for federal tax purposes of the registered owners of the Financing.

SECTION 5. *Reimbursement of Certain Expenditures.* The Council hereby declares its intention to reimburse itself for all or a portion of the original expenditures related to the acquiring and equipping the Equipment with the proceeds of the Financing, in a maximum aggregate principal amount reasonably expected not to exceed \$11,000,000. To that end, the Council determines and declares as follows:

(a) No funds from any sources other than the Financing may be, are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the County pursuant to the budget or financial policies of the County for the financing of the portion of the costs of acquisition, construction, and equipping of the Equipment to be funded with the Financing;

(b) The County reasonably expects that all or a portion of the original expenditures incurred for the Equipment and the issuance of the Financing will be paid prior to the date of issuance of the Financing;

(c) The County intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the Equipment, prior to the issuance of the Financing, from the proceeds of the Financing, and such intention is consistent with the budgetary and financial circumstances of the County;

(d) The County intends and reasonably expects to reimburse itself for all such expenditures no later than eighteen months after the later of (i) the date the original expenditure is paid, or (ii) the date the Equipment is placed in service or abandoned for federal income tax purposes, but in no event more than three years after the original expenditure is paid;

(e) All of the costs to be paid or reimbursed from the proceeds of the Financing will be for costs incurred in connection with the issuance of the Financing or will, at the time of payment thereof, be properly chargeable to the capital account of the Equipment (or would be so chargeable with a proper election) under general federal income tax principles; and

(f) This Resolution shall constitute a declaration of official intent under United States Department of Treasury Regulations Section 1.150-2.

SECTION 6. *Miscellaneous.*

(a) The Council hereby authorizes the County Administrator to retain (i) Pope Flynn, LLC, as its bond counsel ("***Bond Counsel***"), and (ii) all other necessary professionals in connection with the Financing. Bond Counsel is hereby authorized to contract with such advisors as it deems necessary or desirable to provide for the details of the Financing and to assist in the conduct of the sale of the Financing.

(b) The County understands that certain costs of issuance are associated with the Financing and the County covenants and agrees that all such costs will be timely paid upon the closing of the Financing Documents and may be included in the Financing Amount.

(c) All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Financing are, to the extent of such conflict, hereby repealed and this Resolution shall take effect and be in full force from and after its adoption. Further, the acquisition of the Equipment through the Financing as authorized and approved hereunder is intended to supersede and replace the acquisition and financing of the New Equipment (as such term is defined in Ordinance No. 2024-12 dated June 3, 2024 ("***Ordinance 2024-12***")). To the extent of any conflict between this Resolution and Ordinance No. 2024-12, this Resolution, as it relates to the acquisition of the Equipment, shall be controlling in all cases. This Resolution has no bearing and does not affect any planned financing or acquisition of the New Facilities (as such term is defined in Ordinance No. 2024-12) or any other provisions of Ordinance No. 2024-12.

(d) If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

(e) This Resolution shall become effective immediately upon adoption.

DONE, RATIFIED AND ADOPTED this 2nd day of December 2024.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

L. Martin Sauls, IV, Chairman
County Council of Jasper County, South Carolina

Attest:

Wanda H. Giles, Clerk to County Council

Approved as to Form:

David L. Tedder, County Attorney

Date

AGENDA

ITEM # 12

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2024-45

RESOLUTION OF JASPER COUNTY COUNCIL

Memorializing the Ratification of the Option Contract for the Purchase of 252 Russell Street, Ridgeland, SC, having TMP Number 063-26-02-003, and matters related thereto

WHEREAS, the owner of certain real property accepted an offer by Jasper County to purchase from owner property consisting of an improved lot described in an Option Agreement, having TMP Number 063-26-02-003 and a street address of 252 Russell Street, Ridgeland, SC 29936 (the "Property"), upon the terms and conditions of the Option Agreement dated and executed August 9, 2024 by the Jasper County Administrator and R. Thayer Rivers, Jr., the owner, subject to ratification of the Option Agreement by Jasper County Council; and

WHEREAS, this property is close to the Clementa C. Pinckney Jasper County Government Building, will provide additional land area and constructed building space, and be of considerable use to the County as a nearby satellite office; and

WHEREAS, by verbal motion/resolution made at the August 19, 2024 regular County Council Meeting, County Council having determined that it is in the best interest of the County to complete the purchase, approved and ratified the Option Agreement and purchase of the Property; and

WHEREAS, Jasper County desires to memorialize by this Resolution the ratification made at that time, and the exercise of the Option, and confirm the authority of the Jasper County Administrator to proceed with the closing on the property, and matters related thereto

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby adopts the Resolution ratifying the approval of the Option Agreement executed August 9, 2024 and the exercise of the option by the Jasper County Administrator (a copy of which is attached hereto as Exhibit A), and the actions of the County Administrator taken to date to facilitate the acquisition of the aforesaid property under the terms and conditions set forth in said Option Agreement; and

1. The Jasper County Administrator has been and continues to be authorized to engage and associate, the law firm of Harvey and Battey, PA, a law firm the County Attorney is associated in an “of counsel” position, to act as Escrow Agent for the transaction and undertake the usual and customary tasks of due diligence prior to exercise of the Option, including title research, preparation of a title insurance commitment, and obtaining a current survey, and upon exercise of the Option, document preparation and usual and customary real estate closing tasks for Jasper County.

This Resolution No. R-2024-45 made this _____ day of _____, 2024.

L. Martin Sauls, IV
Chairman

ATTEST:

Wanda Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

OPTION AGREEMENT

This Option Agreement is made this 9th day of August, 2023 (the date the last signature is provided), by and between Thayer R. Rivers, Jr. (the "Seller"), whose address is P.O. Box 668, Ridgeland, SC 29936 (mailing), 252 Russell St., Ridgeland, SC 29936 (street) and Jasper County, South Carolina (the "Buyer"), whose address is c/o Andrew Fulghum, County Administrator, P.O. Box 1149, Ridgeland, SC 29936 (mailing), 358 Third Avenue, Suite 303, Ridgeland, SC 29936 (street).

SECTION ONE

GRANT OF OPTION

A. In consideration of the mutual promises of the parties, the Seller does hereby give and grant to the Buyer the exclusive and irrevocable right, privilege and option to purchase, under the conditions hereinafter provided, all of the Seller's right title and interest in the real property ("Property") which is located in Jasper County, South Carolina, and more particularly described as follows:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF JASPER, COOSAWHATCHIE TOWNSHIP, TOWN OF RIDGELAND, BEING DESIGNATED AS LOT D OF BLOCK 5, AS SHOWN ON A PLAT OF A SUBDIVISION OF LANDS OF C. E. PERRY PREPARED BY E. L. PERRY, SURVEYOR AND RECORDED IN THE OFFICE OF THE ROD FOR JASPER COUNTY, SOUTH CAROLINA IN PLAT BOOK 1 AT PAGE 27; SAID LOT BEING BOUND AS FOLLOWS : ON THE NORTH FOR A DISTANCE OF 120 FEET, MORE OR LESS, BY LOT E OF BLOCK 5; ON THE EAST BY A LANE SEPARATING SAID LOTS, NOW OR FORMERLY OF J. A. RICHARDSON, JR.; ON THE SOUTH FOR A DISTANCE OF 120 FEET, MORE OR LESS, BY SECOND AVENUE AND ON THE WEST FOR A DISTANCE OF 50 FEET, MORE OR LESS, BY RUSSELL STREET, CONTAINING 0.11 ACRES, MORE OR LESS WITH IMPROVEMENTS. (Legal to be refined by a new survey)

B. All deposits and payments made by the Buyer to the Seller pursuant to this Agreement prior to the Closing (either directly or through an escrow agent, if any) shall be applied towards the Purchase Price of the Property. The Seller fully agrees and acknowledges that the consideration given by the Buyer constitutes legal, adequate, and valuable consideration for the purposes of this Agreement.

C. The purchase price for the Property shall be Seven Hundred-Fifty Thousand and 00/100s Dollars (\$750,000.00) (the "Purchase Price"), Five Thousand and 00/100s Dollars (\$5,000.00) of which (the "Option Deposit") will be paid within Five Business days of the Execution of this Option by the Buyer, receipt of which is to be acknowledged by the escrow agent and communicated to Seller. The remaining Seven Hundred Forty-Five and 00/100s Dollars (\$745,000.00) of the Purchase Price shall be paid by the Buyer by depositing Five Thousand and 00/100th Dollars (\$5,000.00) at the time of exercise of the Option as described in Section Two below, and the remaining Seven Hundred-Forty Thousand and 00/100s Dollars (\$740,000.00) at closing, subject to closing costs adjustments as customary.

D. The "Effective Date" shall be the date that the last of the parties to this Agreement signs and executes below.

SECTION TWO

OPTION TERMS

A. The Seller, in consideration for the payment of the Option Deposit and other consideration, does hereby grant to the Buyer the exclusive right and option to purchase the Property described above (the "Option").

B. The Option Deposit shall initially be held by the Buyer's closing attorney, Kevin E. Dukes of Harvey & Battey, PA, 1001 Craven Street, Beaufort, SC 29902) (the "Escrow Agent"). By his signature below, the Escrow Agent agrees to be bound by the terms of this Agreement with regard to the disposition of the Option Deposit.

C. At all reasonable times prior to Closing, Buyer, its officers, employees, agents, attorneys, surveyors, consultants, architects and engineers shall have the right to enter upon the Property at reasonable times during the term of this Agreement for purposes of making such studies, inspections, environmental assessments, soil tests, etc. including, but not limited to, a general building inspection by a licensed inspector, CL-100 wood infestation, mold, and septic or sewer inspections as Buyer deems reasonably necessary. If any deficiencies are reported, Buyer and Seller will attempt to reach a further agreement concerning repairs. To the extent allowed by law, Buyer agrees to indemnify and hold harmless Seller from and against all loss, cost, injury, damage or expense, including reasonable attorney's fees, arising from any personal injury (or death) or property damage caused by such entry or tests, and shall return the Property as nearly as possible to its original condition after any such studies, assessments, inspections and tests. Any such inspections, investigations, test and other assessments contemplated under this Section Two C shall be conducted in such a manner so as to avoid interference with any tenant of Seller located in the Property.

D. The Buyer may cancel this Agreement at any time for any or no reason within the first ninety (90) days following the Effective Date by delivering written notification to the Seller. All sums paid by Buyer as Option Money hereunder shall be refundable less the sum of One Thousand and 00/100s Dollars (\$1,000.00) to be delivered to Seller as independent contract consideration for Buyer's right to terminate. The aggregate sum of the Option Money shall be applied against the Purchase Price of the Property if Buyer exercises its Option to purchase the Property. Should Buyer fail to exercise the Option herein granted, all Option Money (less said One Thousand and 00/100s Dollars (\$1,000.00) paid by Buyer pursuant to this Agreement shall be returned by the Escrow Agent to Buyer, and Seller shall have no other claim or right for any damages, losses, costs, expenses, or fees against Buyer by reason of this Agreement, and Buyer shall have no claim or right for the return of any other sums paid by Buyer hereunder.

E. If the Option is exercised as provided herein, this Agreement shall become an Agreement for Purchase and Sale of the Property on the terms and conditions set forth herein. Buyer shall deposit the additional sum of Five Thousand and 00/100s Dollars (\$5,000.00) as additional Option Money with the Escrow Agent upon the exercise of the Option, which shall be non-refundable except for Seller default to deliver Closing documents transferring title as contemplated herein, but shall be applicable to the Purchase Price

F. The Buyer shall have the right to exercise this Option during a period of time beginning at 9:00 AM on the Effective Date and lasting until 5:00 PM on the ninetieth (90th) day following the Effective Date, unless the ninetieth (90th) day falls on a weekend or federal holiday, in which case such period shall be extended until 5:00 PM on the next business day (the "Option Period"). The Buyer shall exercise this option by mailing written notice by registered mail, Fedex, or UPS to the Seller at the address indicated above (the letter must be mailed to Seller by the time and date indicated above) or by hand delivering written notice to the Seller (with the Seller giving the Buyer a written receipt indicating the time and date of receipt). The date that the Buyer provides this notice shall be known as the "Date of Commencement."

G. It is understood and agreed that time is of the essence as to the payment of the Purchase Price under this provision. If the Buyer does not exercise the terms of this Option by the end date as specified above, then the right and option set forth herein shall immediately terminate and all deposits paid shall be kept by the Seller.

SECTION THREE

PROMISES OF PARTIES FOLLOWING EXERCISE OF OPTION

Subject to the Buyer exercising this Option, the Seller and the Buyer agree that the Seller shall sell and the Buyer shall buy the Property upon the following terms and conditions.

A. Representations and Warranties

To induce the Buyer to enter into this Agreement, the Seller makes the following representations, warranties, and covenants:

1. Seller has good and marketable fee simple title to the Property, free and clear of all liens, property taxes, encumbrances, and restrictions, except for those restrictions appearing of record, taxes for the year of closing, encumbrances that will be cleared prior to closing, and encumbrances that will be cleared at the closing out of the Seller's proceeds from the Purchase Price. Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Property. Seller shall promptly notify Buyer of any such notice received between the date hereof and the Closing Date. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Property, and Seller has received no notice of any such violation issued by any governmental authority.

2.

3. Seller has all necessary power and authority and has obtained any and all consents required to enter into this Agreement; as of the Closing, Seller will have obtained any and all consents or approvals, if any, required to enter into all of the documents to be delivered by Seller at the Closing and to consummate or cause to be consummated the transactions contemplated hereby. The persons executing this Agreement have all necessary power and authority to execute and deliver this Agreement and to bind their interest to the provisions hereof. All of the documents to be delivered by Sellers at the Closing will be authorized and properly executed and will constitute the valid and binding obligation of Seller.

4. There are no condemnations or similar proceedings affecting any part of the Property and no such proceeding shall be pending on the Closing Date. To the best of the Seller's knowledge, no such condemnations or other proceeds are threatened or planned.

4. To the best of the Seller's actual knowledge and belief: (i) no toxic or hazardous substances, wastes, or other environmental hazards of any kind have been disposed upon or released in, on, under, or from the Property; (ii) there are not presently, nor have there ever been any underground storage tanks, gas or oil wells, or above ground storage tanks located in, on, or under the Property; (iii) no written notices have been issued from governmental authorities asserting any violations of state or federal environmental laws.

5. There are no service contracts or agreements relating to the operation, maintenance, or security of the property under which the Seller is bound and which will survive the closing.

6. To best of Seller's knowledge, all encroachments, reservations, limitations, road right of ways, or servitudes affecting the Property are disclosed in the Public Records, and Seller has granted no encroachments, reservations, limitations, road right of ways, or servitudes affecting the Property which are unrecorded in the Public Records

7. The Seller is not subject to any commitment, obligation, or agreement, including, but not limited to, any right of first refusal or option to purchase, granted to a third party, which would or could prevent the Seller from completing the sale of the Property as contemplated by this Agreement, or such shall exist, Buyer will obtain a waiver of such right by the end of the ninetieth (90th) day following the Effective date.

8. Seller shall be in sole and exclusive possession of the Property and will deliver possession of the Property free of all leases on the Closing Date.

9. Seller has fully paid all bills, claims and obligations for labor performed and materials furnished in and about the improvement of the Property, and no such bills, claims or obligations are outstanding or unpaid.

10. Until Closing, Seller shall, at its expense, keep the Property and improvements thereon, if any, constantly insured, with an insurance company reasonably acceptable to Purchaser, against loss by fire and other casualties with extended coverage in the same amounts as carried by Seller as of the date hereof.

11. During the option period and, if the Option is exercised by Buyer, prior to the Closing, Seller shall not take any of the following actions with respect to the Property or any portion thereof: (i) enter into any new lease, amendment, or extension of an existing lease, license, or other agreement for the occupancy of the Property or any portion thereof that cannot be terminated by Seller or its successor in interest on or prior to the Closing; (ii) enter into any contracts (excepting a Third Party Contract) pertaining to the Property or any portion thereof or any amendment or extension of any such contract which cannot be terminated by Seller on or prior to the Closing (as hereinafter defined); (iii) alter the legally permitted uses of the Property or any portion thereof without the prior written consent of Purchaser; (iv) sell, encumber, or grant any security interest in the Property or any portion thereof which will survive the purchase of the Property by Buyer; or (v) change or allow to be changed the physical condition of the Property in any material respect.

12. Upon conveyance of the Property to Buyer, the Property shall not be encumbered in any way except as set forth in the Permitted Exceptions, as defined in Paragraph C (2) below. Seller has had no known boundary or water drainage disputes with the owners of any premises adjacent to the Property and has no knowledge of any such dispute involving former owners of the Property.

B. Conditions Precedent

The obligations of the Buyer to close this transaction are subject to the Buyer having given Notice to Purchase and subject to the following:

1. All representations and warranties of the Seller shall be true and correct as of the Closing Date as if such representations and warranties were being made on such date.

2. Seller shall have performed all covenants and agreements to be performed by the Seller as is herein provided.

3. The Property shall be vacant and any required tenant relocation costs having been paid by the Seller.

4. If any of such conditions are not fulfilled on or as of the Closing Date, and notwithstanding anything to the contrary in this Agreement, the Buyer shall have the right to terminate this Agreement and to obtain a full refund of any deposits made to the Seller or escrow agent whereupon all parties shall be relieved of any further obligations hereunder.

C. Clear Title

1. Within twenty (20) days of the execution of this Agreement by the Seller, the Seller shall deliver to the Buyer any existing title insurance policies (or abstracts of title) and surveys for the Property that are in the Seller's possession or

which the Seller might obtain possession of by reasonable efforts. The Buyer shall return to these items to the Seller if the closing fails to occur and this Contract is terminated.

2. Seller shall convey a marketable fee simple title by limited warranty deed, subject only to the customary standard exceptions free from liens, encumbrances, and exceptions except as may be approved by Buyer, and those monetary exceptions which shall be discharged by Seller at or before closing. Marketable title shall be determined according to applicable title standards adopted by authority of the South Carolina Bar and in accordance with law. Within forty-five (45) days after execution and delivery of this Agreement, Buyer shall, at Buyer's cost, obtain and deliver to Buyer a title insurance commitment for an owner's title insurance policy in the amount of the Purchase Price issued by either First American Title Insurance Company, Old Republic National Title Insurance Company or Chicago Title Insurance Company through a SC licensed agent, as designated by Buyer (the "Title Insurer") showing title to the Property in Seller on the date thereof, naming Buyer as the proposed insured, subject only to the following permitted exceptions (the "Permitted Exceptions"):

(i) The general printed exceptions customarily contained in owner's title insurance policies issued by such Title Insurer, provided the title insurance policy issued to Buyer at Closing shall not include such general printed exceptions (nor shall at Closing the foregoing be Permitted Exceptions) and instead shall include only matters which would be disclosed by a current and accurate survey and inspection of the Property (but expressly excluding rights or claims of parties in possession);

(ii) Public and utility easements of record which are not violated;

(iii) Covenants, conditions and restrictions of record (if any) which are not violated and which do not impair the use or marketability of the Property or interfere with Buyer's intended development or use of the Property for the Project

(iv) General real estate taxes not yet due and payable (to be prorated as provided hereinbelow). The parties hereto acknowledge, however, that Buyer is a South Carolina body politic and political subdivision which may affect tax pro-rations;

(v) Such other exceptions (if any) as may be approved in writing by Buyer.

Notwithstanding anything contained herein to the contrary, the Permitted Exceptions shall not include any mortgage or other liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of the Closing (collectively, "Seller Mandatory Cure Items"), and Seller shall remove all Seller Mandatory Cure Items at or prior to Closing by using Seller funds and/or the purchase proceeds paid by Buyer at Closing.

3. If the Buyer discovers that the title is defective, the Buyer shall notify the Seller in writing specifying the defect(s). If the defect(s) render the title unmarketable or uninsurable the Seller will have thirty (30) days from receipt of notice within which to remove the defect(s), and if the Seller is unsuccessful in removing them within such time or should Seller refuse to cure such defect(s), the Buyer shall have the option of either accepting the title as it then is, or demanding a refund of the Option Money and any additional deposits paid hereunder which shall forthwith be returned to the Buyer and thereupon the Buyer and the Seller shall be released as to one another of all further obligations under this Agreement. Should Seller agree to cure any such title defects, all expenses related thereto shall be paid by the Seller. Notwithstanding anything to the contrary contained hereinabove, Seller shall be under no obligation to cure any defects in title

D. Closing

1. This transaction shall be closed and the deed and other closing papers delivered on or before the one hundred twentieth (120th) day following the Effective Date of this Agreement (the "Closing Date") unless extended by other provisions of

this Contract or by the mutual consent of both parties. The closing shall be held at the office of the attorney or other closing agent designated by the Buyer. Closing may be by overnight delivery of documents to the closing attorney, who shall hold such in escrow until such time as the Closing can be completed and sales proceeds are available for wiring to the Seller. Without negating the provisions of the immediately preceding sentence, the Closing shall occur in South Carolina under the supervision of a licensed South Carolina attorney and in conformance with South Carolina law.

2. At closing the Buyer shall pay the Purchase Price, after a credit for all Option Money and additional deposits with the Escrow Agent and plus or minus prorations and other adjustments provided herein, by wire, bank cashier's check or certified check either of which shall be issued by and drawn on a local institution and the Seller shall furnish the limited warranty deed, an owners affidavit in form acceptable to the Title Insurer, non-foreign status affidavit, 1099-S form, SC Withholding Affidavit, and such other documents, instruments, certifications and confirmations as may reasonably be required by to fully effect and consummate the transactions contemplated hereby, as well as any corrective instruments that may be required in connection with perfecting the title. The Buyer shall furnish the closing statement.

3. The Seller shall pay the following closing costs: state documentary (transfer) stamps and surtax charges, the cost of recording any corrective instruments, and its own attorney fees and costs. The Buyer shall pay the cost of recording the deed, title insurance premiums and the cost for recording the purchase money mortgage (if any). Both parties represent and affirm that neither has engaged the services of a real estate broker or like person or entity to which a commission upon this sale will be due.

E. Restrictions; Easements; Limitations

The Buyer shall take title subject to the Permitted exceptions as set forth in Section 2(i) above, and other exceptions approved by Buyer after receipt of its title insurance.

F. Survey

The Buyer, at the Buyer's expense, may have the Property surveyed and certified by a registered South Carolina surveyor, said survey to be completed within forty-five (45) days of the Effective Date hereof. If the survey shows any encroachment on the Property or that improvements located on the Property in fact encroach on setback lines, easements, lands of others, or violate any restrictions, Agreement covenants, or applicable governmental regulations, or differs from the existing survey, the same shall be treated as a title defect.

G. Ingress and Egress

The Seller warrants that there is ingress and egress to the Property and Seller is not aware of any impediments to any such ingress or egress.

H. Liens

The Seller shall furnish to the Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to the Seller and further attesting that there have been no improvements or repairs to the Property for 95 days immediately preceding the date of closing in a form satisfactory to the Title Insurer. If the Property has been improved, or repaired within such time, the Seller shall deliver releases or waivers of mechanic's liens, executed by all general contractors, subcontractors, suppliers, and materialmen, in addition to the Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and materialmen and further reciting that in fact all bills for work to the Property or personalty which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.

I. Prorations

Taxes and assessments (if any) shall be prorated through the day to the closing. Cash at closing shall be increased or decreased as may be required by said prorations. All prorations will be made through the day prior to occupancy if occupancy occurs before closing. Taxes shall be prorated based on the current year's tax. If closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1 of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration homestead exemption, if any. However, any tax prorations based on an estimate may at the request of either the Buyer or the Seller be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is set forth in the closing statement. The parties hereto acknowledge, however, that Buyer is a South Carolina body politic and political subdivision which may affect tax pro-rations

J. Special Assessment Liens

Certified, confirmed, and ratified special assessment liens, if any, as of the date of closing (and not as of Effective Date) are to be paid by the Seller. Pending liens as of the date of closing shall be assumed by Buyer, provided, however, that if the improvement has been substantially completed as of the Effective Date, such pending lien shall be considered as certified, confirmed, and ratified and the Seller shall, at closing, be charged an amount equal to the last estimate assessing body of assessment for the improvement.

K. Default

1. If, after (if ever) Buyer exercises its Option to purchase the Property, Seller fails to perform any of Seller's obligations hereunder for any reason other than the termination of this Option by Buyer pursuant to any right to terminate expressly set forth in this Option, or Buyer's failure to perform Buyer's obligations under this Option, or if any of Seller's warranties set forth in this Contract are determined to be materially inaccurate or untrue, then Buyer, at Buyer's option, shall have the right, as Buyer's sole remedy, at law or in equity, either:

(a) to terminate this Option by giving written notice thereof to Seller, whereupon the Earnest Deposit, less Independent Consideration, shall be refunded to Buyer free and clear of all rights and claims with respect thereto by Seller and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder;

b) provided that Buyer shall have fully performed all of his obligations hereunder and tendered full performance by Buyer (including tender of the Purchase Price), to seek specific performance of this Option;

(c) extend the time for performance up to thirty (30) days and the Closing will be extended as necessary; or

(d) only if specific performance is unavailable as a remedy, pursue actual monetary damages against Seller (but not speculative, consequential, special or punitive damages), in an amount not to exceed twice the amount of the Option Money and Additional Option Money should Buyer prevail in damages lawsuit; provided further if the equitable remedy of specific performance is not available due to Seller's conveyance of the Property or any part thereof to a third party, Buyer may seek any other right or remedy available at law or in equity, and notwithstanding anything to the contrary set forth in this Agreement, in no event shall the amount of recovery against Seller be capped at the amount of the Option Money in such circumstances.

2. If, after (if ever) Buyer exercises its Option to purchase the Property, Buyer defaults in its obligations hereunder to close for any reason other than the termination of this Option by Buyer pursuant to its right to terminate expressly set forth in this Option, or Seller's failure to perform Seller's obligations under this Option, then Seller shall be entitled, at its sole and exclusive option, to have paid to the Seller the Option Money, which includes any additional Option payments or deposits for extensions. **BUYER AND SELLER HAVE CONSIDERED CAREFULLY THE LOSS TO SELLER OCCASIONED BY TAKING THE PROPERTY OFF THE MARKET AS A CONSEQUENCE OF THE NEGOTIATION AND EXECUTION OF THIS**

AGREEMENT, THE EXPENSES OF SELLER INCURRED IN CONNECTION WITH THE PREPARATION OF THIS AGREEMENT AND SELLER'S PERFORMANCE HEREUNDER, AND THE OTHER DAMAGES, GENERAL AND SPECIAL, THAT BUYER AND SELLER REALIZE AND RECOGNIZE SELLER WILL SUSTAIN BUT THAT SELLER CANNOT AT THIS TIME CALCULATE WITH ABSOLUTE CERTAINTY. BASED ON ALL THOSE CONSIDERATIONS, BUYER AND SELLER HAVE AGREED THAT THE DAMAGE TO SELLER IN SUCH EVENT WOULD REASONABLY BE EXPECTED TO EQUAL THE SUM OF THE OPTION MONEY, AND THAT SUCH AMOUNT CONSTITUTES A FAIR AND REASONABLE ESTIMATE OF DAMAGES AND NOT A PENALTY. ACCORDINGLY, IF BUYER FAILS TO CONSUMMATE THE PURCHASE OF THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND SUCH FAILURE CONSTITUTES A DEFAULT BY BUYER HEREUNDER, THEN SELLER SHALL HAVE THE RIGHT, AS ITS SOLE AND EXCLUSIVE REMEDY, TO RECEIVE AND RETAIN THE OPTION MONEY AS FULL AND COMPLETE LIQUIDATED DAMAGES.

3. In the event of a dispute hereunder, the prevailing party shall be entitled to an award of reasonable attorney's fees and expense related to any such dispute.

L. Contract Not Recordable; Persons Bound; Notice

Neither this Agreement nor any notice thereof shall be recorded in any public records. This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to the party.

M. Occupancy

Seller represents that there are no parties in occupancy other than the Seller. Seller agrees to deliver occupancy of the Property at the time of closing unless otherwise stated herein.

N. Conveyance

Seller shall convey title to the Property by limited warranty deed, as appropriate to the status of the Seller, subject only to matters contained in Section C hereof and those otherwise accepted by Buyer.

O. Casualty and Condemnation.

1. Risk of Loss. Until the Closing Date, all risk of loss of, or damage to, or destruction of, the Property (whether by fire, flood, tornado or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by Seller. After the Closing Date, all risk of loss of, or damage to, or destruction of, the Property (whether by fire, flood, tornado or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by Buyer.

2. Casualty and Condemnation. In the event prior to the Closing Date of: (i) any casualty or damage to the Property or any material portion thereof or (ii) any taking or threat of taking by condemnation (or any conveyance in lieu thereof) of the Property or any material portion thereof (by anyone having the power of eminent domain) then Buyer may terminate this Agreement by written notice within fifteen (15) days of notice of the occurrence by Seller to Buyer whereupon the Option Money shall be promptly returned to Buyer (less One Thousand and 00/100s (\$1,000.00) dollars thereof which shall be paid to Seller). In the event that Buyer fails to notify Seller of its termination under the previous sentence, then Buyer shall consummate the purchase of the Property without reduction in the Purchase Price and Seller shall, on the Closing Date, pay to Buyer the amount of all uninsured losses (including any insurance deductible) and all insurance proceeds then received by Seller and all condemnation awards and compensation then received by Seller. In addition, Seller shall transfer and assign to Buyer, in form reasonably satisfactory to Buyer, all rights and claims of Seller with respect to payment for damages and compensation on account of such damage, destruction or taking.

P. Other Agreements

No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Agreement. No modifications or changes in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

Q. Miscellaneous. It is further understood and agreed as follows:

1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. To expedite the transaction contemplated herein, signatures transmitted via email may be used in place of original signatures on this Agreement.

2 Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

3 Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

4 Time. Time is of the essence of this Agreement. In computing any period of time pursuant to this Agreement, the last day of the period so computed will be included unless it is not a Business Day, in which event the period runs until the end of the next following day which is a Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday, federal holiday or other day on which national banks operating in Charleston, South Carolina are authorized or required to be closed for the conduct of regular banking business.

5 Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and permitted assigns of the parties hereto.

6 Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Buyer. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

7 Integrated Agreement. This Agreement constitutes the entire agreement between Buyer and Seller relating to the purchase of the Property, and there are no agreements, understandings, restrictions, warranties or representations between Buyer and Seller other than those set forth herein.

8 Choice of Law. It is the intention of Seller and Buyer that the laws of the state where the Property is located shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Buyer and Seller. Jurisdiction add venue shall be in the Circuit Court for Jasper County, South Carolina.

9 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO SELLER:

Thayer R. Rivers, Jr., Esq.
252 Russell St
Ridgeland, SC 29936
email: riverslaw@gmail.com
Email: imcvey@turnerpadget.com

IF TO BUYER:

Andrew P. Fulghum

Jasper County Administrator
358 Third Avenue, Suite 303
Ridgeland, SC 29936
Email: afulghum@jaspercountysc.gov

WITH A COPY TO:

David L. Tedder
Jasper County Attorney
358 Third Avenue, Suite 203
Ridgeland, SC 29936
Email: dtedder@jaspercountysc.gov

or to such other address in the continental United States as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by email; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. The addresses of the parties hereto for purposes of notice may be changed by giving notice of such change thereof to the other party. Unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

10 Waiver of Tender. Formal tender of an executed deed and the Purchase Price each is hereby waived; proof of tender may be made by scan of documents or certification by the bank of available funds.

11 Attorney's Fees. In the event any claim is asserted by or against any of the parties hereto with respect to this Agreement or the subject matter hereof, the party or parties prevailing in any litigation resulting from such claim shall be entitled to request the Court to award such reasonable attorneys' fees and all court costs as it shall see fit, incurred by the prevailing party or parties in such litigation from the party or parties who fail so to prevail.

6.12 Typewritten or Handwritten Provisions. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of this contract in conflict therewith.

The parties have executed this agreement at Jasper County the day and year as shown below.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. DO NOT SIGN IF THERE ARE BLANK SPACES NOT FILLED IN. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THE PARTIES ACKNOWLEDGE THE EXISTENCE AND INCORPORATION BY REFERENCE OF THE ATTACHED "ADDENDUM #1 TO OPTION."

JASPER COUNTY, Buyer

By:  8-8-24
Date


Witness

SIGNATURES CONTINUE ON FOLLOWING PAGE

THAYER R. RIVERS, JR., Seller

By: RT Rivers

Date

Witness

Its:

AGREEMENT OF ESCROW AGENT

I hereby agree to the terms of this Agreement in so far as they govern the conduct of the Escrow Agent. I acknowledge receipt of the "Option Deposit" from the Buyer as specified herein.

Dated: _____, 2023.

Harvey and Battey, PA
Kevin E. Dukes, Esq., Escrow Agent

ADDENDUM # 1 TO OPTION

The Option Agreement ("Option") entered into by and between Jasper County, South Carolina, as Buyer, and Thayer R. Rivers, Jr., as Seller, dated August 9, 2024, is hereby amended as follows:

1. Any reference to Buyer indemnification in the Option is deemed to mean "to the extent allowed by South Carolina law, Buyer agrees to indemnify and hold harmless".
2. The Contract is amended to add the following as Paragraphs "R" and "S":

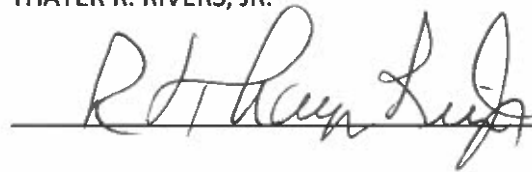
Q. County Council Ratification. "NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS OPTION CONTRACT NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF BUYER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING WITHIN THIRTY (30) DAYS OF SELLER EXECUTING THIS OPTION CONTRACT BY THE CHAIRMAN OF THE JASPER COUNTY COUNCIL PURSUANT TO RESOLUTION OF THE COUNCIL. NOTWITHSTANDING THE FOREGOING, IT IS ACKNOWLEDGED AND AGREED THAT THE DURATION OF THE INSPECTION PERIOD IS ESTABLISHED PURSUANT TO THE PROVISIONS OF PARAGRAPH "C" HEREINABOVE."

R. Neither party shall be liable under any legal or equitable theory for any incidental or consequential damages, including without limitation, lost profits or lost opportunity, even if they have been advised of the possibility of such damages. Nothing herein shall be construed to waive any provision regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law.

JASPER COUNTY, SOUTH CAROLINA

THAYER R. RIVERS, JR.

By: 
Andrew P. Fulghum
Its: County Administrator




Date: August 8, 2024

Date: Aug 9th, 2024

Ratified by Jasper County Council in accordance with a Resolution passed on August 19, 2024.

Jasper County Council

By: 
L. Martin Sauls, IV, Chairman



GASQUE & ASSOCIATES INC. LAND SURVEYORS & PLANNERS

28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
PHONE (843) 522-1788



VICINITY MAP NOT TO SCALE



N:236795.84
E:2004609.47

1/2" REBAR FOUND



LOT D
4,777 Sq. Feet
0.11 Acres

N:236704.36
E:2004631.07

ASBUILT SURVEY PREPARED FOR

JASPER COUNTY

BEING LOT D, BLOCK 5, WARD 3, IN THE TOWN OF RIDGELAND, JASPER COUNTY, SOUTH CAROLINA, AS SHOWN ON A PLAT BY E.L. PERRY, AND RECORDED IN PLAT BOOK 1 AT PAGE 27 IN THE JASPER COUNTY OFFICE OF THE CLERK OF COURTS, AND FURTHER SHOWN ON A PLAT BY D.W. PRICE, DATED OCTOBER 7, 1972 AND RECORDED IN PLAT BOOK 12 AT PAGE 240.
PARCEL ID NUMBER 063-26-02-003

THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS: AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
THIS PLAT IS COPYRIGHTED AND IS INTENDED ONLY FOR THE ENTITY OR PERSON(S) SHOWN HERE ON.
THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.

SETBACKS SHOWN AS PER PLAT OF RECORD AND MUST BE VERIFIED WITH OFFICIAL AGENCY BEFORE PURCHASE AND OR CONSTRUCTION ON SUBJECT PROPERTY.

BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL

THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE "X" UNSHADED AS DETERMINED BY F.E.M.A. FIRM COMM-PANEL NUMBER 45053C0305D DATED 10/18/2019. (1988 NAVD)
THE UNDERSIGNED DOES NOT CERTIFY THAT THE PROPERTY SHOWN HEREON COMPLIES WITH ANY RESTRICTIVE COVENANTS OR ANY CITY AND/OR COUNTY ORDINANCES.

I, DAVID E. GASQUE, HEREBY CERTIFY TO JASPER COUNTY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THEN SHOWN. THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND HAS AN EMBOSSED SEAL. AREA DETERMINED BY COORDINATE METHOD.



SCALE: 1"=30' SCALE IN FEET DATE: 11/07/2024

DAVID E. GASQUE, R.L.S. JOB # 60893
S.C. REGISTRATION NUMBER 10506 FB#1163/JS DSGN#6
THIS PLAT IS NOT BINDING UNLESS ACCOMPANIED BY AN ORIGINAL SIGNATURE AND AN EMBOSSED SEAL.

David E. Gasque 11-22-24

AGENDA

ITEM # 13

STATE OF SOUTH CAROLINA)
) RESOLUTION NO. R-2024-46
COUNTY OF JASPER)

A RESOLUTION AUTHORIZING A JOINDER AGREEMENT TO PROVIDE FOR THE ADDITION OF PALMETTO PLASTICS INNOVATIONS, LLC AS A SPONSOR AFFILIATE, TO AUTHORIZE AN ASSIGNMENT OF THE BENEFITS OF SUCH AGREEMENT, AND TO ADDRESS OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), Jasper County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), entered into that certain Fee in Lieu of Tax and Special Source Credit Agreement with Freedom Industrial Partners LLC and Freedom Industrial Partners 2 LLC (collectively, the “Company”), dated as of November 21, 2022 (“FILOT Agreement”); and

WHEREAS, the Act authorizes the extension of the benefits of a fee in lieu of tax arrangement to a “Sponsor Affiliate,” which is defined in the Act as an entity that joins with or is an affiliate of a sponsor and that participates in the investment in, or financing of, a project; and

WHEREAS, Palmetto Plastics Innovations, LLC (“Palmetto”) and the Company have requested that the County authorize the addition of Palmetto as a Sponsor Affiliate to the FILOT Agreement and approve an assignment of the relevant obligations, duties, responsibilities, terms, covenants, conditions and agreements contained in the FILOT Agreement from the Company to Palmetto with respect to any property subject to the FILOT Agreement that is owned and leased by Palmetto on the Land (Lot 4, Parcel 15, Freedom Industrial Park); and

WHEREAS, Palmetto and the Company have caused to be prepared and presented to this meeting a Joinder Agreement to effectuate the purposes set forth above.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Jasper County, in meeting duly assembled, as follows:

Section 1. The form, terms and provisions of the Joinder Agreement attached hereto as Exhibit A (the “Joinder Agreement”) presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Joinder Agreement were set out in this Resolution in its entirety. The County Council Chairman and the Clerk of the County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Joinder Agreement in the name and on behalf of the County, and thereupon to cause the Joinder Agreement to be delivered to the Company and Palmetto and performed by the County. The Joinder Agreement is to be in substantially the form now before this meeting and hereby approved, with any changes thereto as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, the execution thereof to constitute conclusive evidence of the approval of all changes therein from the form of Joinder Agreement now before this meeting.

Section 2. The County Council Chairman and all other appropriate officials of the County are (and each individually is) hereby authorized, empowered and directed to take or cause to be taken such further action and to receive and/or execute and deliver for and in the name and on behalf of the County or County Council (as applicable) any and all instruments, certificates, agreements and documents as may be required, necessary or appropriate to carry out, give effect to and consummate the transactions contemplated by this Resolution.

Section 3. This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 4. This Resolution shall become effective immediately following adoption by the County Council.

Section 5. The provisions of this Resolution 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, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and

Section 6. All orders, resolutions and ordinances, and parts thereof, in conflict herewith are, to the extent of the conflict, hereby repealed.

[Signature Page to Follow]

BE IT RESOLVED this ____ day of _____, 2024.

JASPER COUNTY, SOUTH CAROLINA

Signature: _____
Name: L. Martin Sauls, IV
Title: County Council Chairman

ATTEST

Signature: _____
Name: Wanda Giles
Title: Clerk to County Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

Exhibit A

Joinder Agreement

JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective November 21, 2024 (“Fee Agreement”), between Jasper County, South Carolina (“County”) and Freedom Industrial Partners LLC and Freedom Industrial Partners 2 LLC (the “Sponsor”).

1. **Joinder to Fee Agreement.**

Palmetto Plastics Innovations LLC, a South Carolina limited liability company authorized to conduct business in the State of South Carolina (“Palmetto”), hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor except the following: the property owned and leased by Palmetto shall not be subject to the Clawback set forth in Section 6.1; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor/Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor/Sponsor Affiliate under the Fee Agreement and Section 12-44-30(18), Section 12-44-30(20) and Section 12-44-130 of the Act.

As a Sponsor/Sponsor Affiliate, Palmetto leases a building on the Real Property as more specifically described in Exhibit A attached hereto and shall acquire and install equipment thereon.

2. **Capitalized Terms.**

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

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

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

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

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

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

4. **Governing Law.**

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

5. **Notice.**

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

Palmetto Plastics Innovations LLC
2 Corpus Christi Place, Suite 200
Hilton Head Island, SC 29928

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

Name of Entity: Palmetto Plastics Innovations LLC

By: _____

Its: _____

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

JASPER COUNTY, SOUTH CAROLINA

By: _____

Its: _____

The Sponsors hereby consent to the joinder of Palmetto Plastics Innovations LLC

Freedom Industrial Partners LLC

By: _____

Its: _____

Freedom Industrial Partners 2 LLC

By: _____

Its: _____

EXHIBIT A

All that certain piece, parcel, or lot of land, situate, lying, and being in the State of South Carolina, County of Jasper, being shown and delineated as Lot 4, containing 1.20 acres, more or less, as shown on that certain “Subdivision Survey of Parcel 15 ‘Freedom Industrial Park’ S.C. Highway 170” prepared by Cook Land Surveying, Inc. dated June 29, 2023, and recorded on July 17, 2023, in Book 38 at Page 631 in the Office of the Register of Deeds for Jasper County, South Carolina, said tract having such metes, bounds, courses, and distances as shown on said plat, which is incorporated herein by reference.

AGENDA

ITEM # 14

ORDINANCE NO. O-2024-26

WHEREAS, Jasper County, South Carolina (the “County”) is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Section 4-1-175 of the Multi-County Park Act and Section 4-29-68, Code of Laws of South Carolina 1976, as amended (the "Infrastructure Credit Act") to provide infrastructure credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise; and

WHEREAS, Freedom Industrial Partners, LLC (the "Developer") owns and has constructed a speculative building on property in the County more specifically described in Exhibit A hereto (the “Real Property”); and

WHEREAS, Palmetto Plastics Innovations LLC, a company also known as Project Pilgrimage (the “Company”), intends to enter into a lease agreement with the Developer as to the Real Property and to invest approximately \$8,000,000 in Real Property improvements and personal property (the "Personal Property") to be located at the Real Property in order to establish a new manufacturing facility in the County (the “Project”) (collectively, the Real Property and the Personal Property shall be referred to herein as the "Property"); and

WHEREAS, the Property is subject to a Fee-in-Lieu of Taxes and Special Source Revenue Credit Agreement dated November 21, 2022 (the "2022 FILOT Agreement"), which provides for a fee-in-lieu of tax transaction and a 15 year 10% special source revenue credit; and

WHEREAS, the County Council of Jasper County (“County Council”) has agreed to assist the Company in connection with the Project by (i) maintaining the Project in a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act and (ii) pursuant to the Infrastructure Credit Act, providing certain infrastructure credits to the Company with respect to qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, and pursuant to that certain Agreement for

Development of Joint County Industrial Park by and between Jasper County, South Carolina and Hampton County, South Carolina dated as November 21, 2022, as supplemented, modified or amended, and as such agreement may be further supplemented, modified, amended, or replaced from time to time (the “Park Agreement”), the County and Hampton County created a joint industrial business park to be located upon property geographically located in Hampton and Jasper Counties (the “Park”), which was approved by duly enacted ordinances of each of Hampton and Jasper Counties; and

WHEREAS, the County Council has agreed, pursuant to the Multi-County Park Act and the Infrastructure Credit Act, that the Project shall qualify for a 10-year infrastructure credit comprised of a 25% credit during years 1-5 and a 10% credit during years 6-10, all as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the “SSRC Agreement”); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and

WHEREAS, it appears that the SSRC Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Jasper County, in meeting duly assembled, as follows:

Section 1. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting, and are directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 2. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 3. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

DONE, RATIFIED AND ADOPTED this 2nd day of December, 2024.

JASPER COUNTY, SOUTH CAROLINA

L. Martin Sauls, IV, Chairman, of Jasper County Council

ATTEST:

Wanda Giles, Clerk
Jasper County Council

First Reading: October 21, 2024
Second Reading: November 4, 2024
Public Hearing: December 2, 2024
Third Reading: December 2, 2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

JASPER COUNTY, SOUTH CAROLINA,

and

PALMETTO PLASTICS INNOVATIONS LLC PROJECT PILGRIMAGE,
a South Carolina limited liability company

Dated as of December 2, 2024

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of [____], 2024 (the "Agreement"), between **JASPER COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and **PALMETTO PLASTICS INNOVATIONS LLC, PROJECT PILGRIMAGE**, a limited liability company organized and existing under the laws of the State of South Carolina (the "Company").

Formatted: Font: Bold

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended and Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "Infrastructure Credit Act"), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, Freedom Industrial Partners, LLC (the "Developer") owns and has constructed a speculative building on property in the County more specifically described in Exhibit A hereto (the "Property"); and

WHEREAS, Palmetto Plastics Innovations LLC, a company also known as -Project Pilgrimage (the "Company"), intends to enter into a lease agreement with the Developer as to the Real Property and to invest approximately \$8,000,000 in Real Property improvements and personal property (the "Personal Property") to be located at the Real Property in order to establish a new manufacturing facility in the County (the "Project") (collectively, the Real Property and the Personal Property shall be referred to herein as the "Property"); and

WHEREAS, the Property is subject to a Fee-in-Lieu of Taxes and Special Source Revenue Credit Agreement dated November 21, 2022 (the "2022 FILOT Agreement"), which provides for a fee-in-lieu of tax transaction and a 15 year 10% special source revenue credit; and

WHEREAS, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the "Multi-County Park Act"), and pursuant to that certain Agreement for Development of Joint County Industrial Park by and between Jasper County, South Carolina and Hampton County, South Carolina dated as November 11, 2022, as supplemented, modified or amended, and as such agreement may be further supplemented, modified, amended, or replaced from time to time (the "Park Agreement"), the County and Hampton County created a joint industrial business park to be located upon property geographically located in Jasper and Hampton Counties (the "Park"), which was approved by duly enacted ordinances of each of Jasper and Hampton Counties; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain special source revenue credits in the amount of 25% for years 1-5 and 10% for years 6-10 beginning in the

year after the Real Property improvements are placed in service, which infrastructure credits shall apply to the Property (the "Additional Infrastructure Credits"); and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on December 2, 2024, following a public hearing held on December 2, 2024.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Additional Infrastructure Credits" shall have the meaning set forth with respect to such term in the recitals in this Agreement.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended.

"Company" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Cost of Infrastructure" shall mean the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate and personal property in connection with the Project, and any other such similar or like expenditures authorized by the Infrastructure Credit Act.

"County" shall mean Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Fee Payments" shall mean the payments in lieu of taxes, including, if applicable, any negotiated payments in lieu of taxes pursuant to the Code, made by the owners(s) of the Project.

"Infrastructure Credit Act" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Multi-County Park Act" shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

"Ordinance" shall mean the ordinance enacted by the County Council on December 2, 2024, authorizing the execution and delivery of this Agreement.

"Park" shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered

by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

"Park Agreement" shall mean the Multi-County Industrial and Business Park Agreement dated November 21, 2022 and all amendments thereto between the County and Hampton County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"Project" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Property" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Additional Infrastructure Credits to reimburse the Company for the purpose of promoting economic development within the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other

agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(d) The financing of the Cost of Infrastructure by the County has been instrumental in inducing the Company to establish the Project in Jasper County, South Carolina.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event the Park Agreement is terminated, the County agrees to use commercially reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments

or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III INFRASTRUCTURE CREDITS

SECTION 3.01. Infrastructure Credits.

(a) To assist in paying for the Cost of Infrastructure, the Company and any qualifying sponsor are entitled to claim an Additional Infrastructure Credit to reduce certain Fee Payments due and owing from the Company or sponsor to the County that pertain to the Project. The Real Property and improvements thereon and all qualifying Personal Property expenses of the Company shall qualify for a 10-year Additional Infrastructure Credit comprised of a 25% credit during years 1-5 and 10% credit during years 6-10. The Additional Infrastructure Credit shall begin in the year after the Real Property Improvements are placed in service. The Additional Infrastructure Credit will continue to be applied to the next ten annual FILOT Payments. In no event may the Company's aggregate infrastructure credit claimed pursuant to this Section exceed the aggregate expenditures by the Company or sponsor on the Cost of Infrastructure.

(b) THIS AGREEMENT AND THE ADDITIONAL INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

(d) To the extent that the Additional Infrastructure Revenue Credit is used as payment for Personal Property and the Personal Property is removed from the Project during the twenty-year period and not otherwise replaced, then the amount of the fee-in-lieu of taxes due on the Personal Property for the year in which the Personal Property was removed from the Project shall be due for the two years immediately following the removal, as set forth in Section 4-29-68(A)(2)Iii) of the Code of Laws of South Carolina, 1976, as amended. If the Company replaces the removed property with qualifying replacement property, as defined in the Act, then the removed Personal Property is deemed not to have been removed from the Project. This Special Source Credit Agreement is applicable to the Real and Personal Properties located in the Park as part of the Project.

**ARTICLE IV CONDITIONS TO DELIVERY OF AGREEMENT;
TITLE TO PROJECT**

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

- (a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and
- (b) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Additional Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Additional Infrastructure Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Additional Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Additional Infrastructure Credits provided for herein have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally for the Additional Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County: Jasper County, South Carolina
Attn: County Administrator
PO Box 1149
358 Third Avenue,
Ridgeland, SC 29936

- with a copy to:
(which shall not
constitute notice
to the County) Parker Poe Adams & Bernstein
Attn: Ray Jones
1221 Main Street, Suite 1100
Columbia, SC 29201

- (b) if to the Company: [Project Pilgrimage Palmetto Plastics Innovations LLC](#)
[2 Corpus Christi Place, Suite 200](#)
[Hilton Head Island, SC 29928](#)
Attention: [CEO](#)

- with a copy to:
(which shall not
constitute notice to
the Company) Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, SC 29201
Attention: Gary W. Morris

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Joinder. To the extent required, Developer, as the owner of the Real Property, hereby joins in this Agreement and hereby agrees to the terms and provisions hereof.

SECTION 6.12. Indemnity.

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

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

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

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

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

SECTION 6.13. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for its Administrative Expenses in the amount of \$7,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County’s direction, The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, “Administration Expenses” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys’ fees. Administration Expenses do not include any costs, expenses, including attorneys’ fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of

the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

SECTION 6.14. Facsimile/Scanned Signature. The Parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the Parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Jasper County, South Carolina, has caused this Agreement to be executed by the Chairman of the Jasper County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and ~~the Company Project Pilgrimage~~ has each caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

JASPER COUNTY, SOUTH CAROLINA

L. Martin Sauls, IV, Chairman of Calhoun County Council

[SEAL]

Attest:

Wanda Simpson, Clerk
Calhoun County, South Carolina

[Signature page 1 to Special Source Revenue Credit Agreement]

INNOVATIONS LLC

PROJECT PILGRIMAGE PALMETTO PLASTICS

By: _____
Name: _____
Title: _____

[Signature page 2 to Special Source Credit Agreement]

The Developer, to the extent of its interest in the Property, hereby joins in the Agreement.

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FREEDOM INDUSTRIAL PARTNERS LLC

By: _____
Name: _____
Title: _____

FREEDOM INDUSTRIAL PARTNERS 2 LLC

By: _____
Name: _____
Title: _____

[Signature page 3 to Special Source Credit Agreement]

EXHIBIT A

PROPERTY

All that certain piece, parcel, or lot of land, situate, lying, and being in the State of South Carolina, County of Jasper, being shown and delineated as Lot 4, containing 1.20 acres, more or less, as shown on that certain "Subdivision Survey of Parcel 15 'Freedom Industrial Park' S.C. Highway 170" prepared by Cook Land Surveying, Inc. dated June 29, 2023, and recorded on July 17, 2023, in Book 38 at Page 631 in the Office of the Register of Deeds for Jasper County, South Carolina, said tract having such metes, bounds, courses, and distances as shown on said plat, which is incorporated herein by reference.



The Beaufort Gazette
 The Belleville News-Democrat
 Bellingham Herald
 Centre Daily Times
 Sun Herald
 Idaho Statesman
 Bradenton Herald
 The Charlotte Observer
 The State
 Ledger-Enquirer

Durham | The Herald Sun
 Fort Worth Star-Telegram
 The Fresno Bee
 The Island Packet
 The Kansas City Star
 Lexington Herald-Leader
 The Telegraph - Macao
 Merced Sun-Star
 Miami Herald
 El Nuevo Herald

The Modesto Bee
 The Sun News - Myrtle Beach
 Raleigh News & Observer
 Rock Hill | The Herald
 The Sacramento Bee
 San Luis Obispo Tribune
 Tacoma | The News Tribune
 Tri-City Herald
 The Wichita Eagle
 The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
20952	611631	Print Legal Ad-IPL02040230 - IPL0204023		\$163.39	1	40 L

Attention: Nancy Wilson
 HAYNSWORTH SINKLER BOYD
 PO BOX 11889
 COLUMBIA, SC 29211

nwilson@hsblawfirm.com

STATE OF)
 SOUTH CAROLINA) AFFIDAVIT
 COUNTY OF BEAUFORT)

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE THAT PUBLIC HEARINGS will be held on December 2, 2024, at 6:30 PM, or as soon thereafter as they may be reached on the adopted agenda, in the Jasper County Council Chambers at the Clementa C. Pinckney Government Building located at 358 Third Avenue, Ridgeland, South Carolina, on the following items:

1. An Ordinance authorizing the execution and delivery of a Special Source Revenue Credit Agreement by and between Jasper County, South Carolina and Palmetto Plastics Innovations LLC, a company also known as Project Pilgrimage, with respect to certain economic development property in the county, whereby such property will receive certain special source credits; and other matters related thereto.

PUBLIC COMMENTS, WRITTEN OR ORAL, ARE INVITED.

At the public hearing, all taxpayers and residents of Jasper County and other interested persons who appear will be given an opportunity to express their views for or against the ordinance. Anyone wishing to comment on any of the proposed ordinances is encouraged to attend the public hearing and must sign-in on the public hearing sign-in sheet before the meeting begins. Additional options to participate in the public hearing include emailing written comments to comments@jaspercountysc.gov, or mailing comments to the Clerk to Council at the address below. All written comments must be received by 1:00 pm on December 2, 2024.

Jasper County Clerk to Council
 PO Box 1149
 Ridgeland, SC 29936

Jasper County is an Equal Opportunity Employer
 Special Accommodations Available Upon Request to Individuals with Disabilities
 IPL0204023
 Nov 15 2024

I, Tara Pennington, makes oath that the advertisement, was published in The Island Packet and The Beaufort Gazette, a newspaper published in Beaufort County, State and County aforesaid, in the issue(s) of

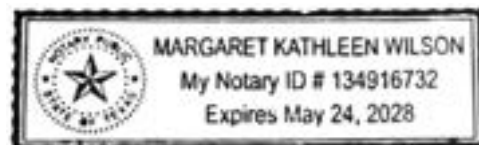
1 insertion(s) published on:
 11/15/24

Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 15th day of November in the year of 2024

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

AGENDA

ITEM # 15

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-27

AN ORDINANCE TO ESTABLISH, PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK, IN CONJUNCTION WITH BEAUFORT COUNTY, SOUTH CAROLINA; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A MULTICOUNTY PARK AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND BEAUFORT COUNTY, SOUTH CAROLINA TO PROVIDE FOR A WRITTEN AGREEMENT WITH BEAUFORT COUNTY AS TO THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK AMONG TAXING ENTITIES HAVING JURISDICTION OVER THE PARK; TO PROVIDE FOR A FEE IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Jasper County, Carolina (“Jasper County”) and Beaufort County, South Carolina (“Beaufort County”) (collectively, the “Counties” and together with any additional counties that become parties to the MCP Agreement described below, the “Member Counties”), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), propose to establish jointly a multi-county industrial/business park within the geographical boundaries of one or more of the Member Counties (the “Park”); and

WHEREAS, Article VIII, Section 13(B) of the South Carolina Constitution provides that nothing in the State Constitution may be construed to prohibit any of the counties in South Carolina from agreeing to share the lawful cost, responsibility, and administration of functions with one or more governments, whether within or without the State of South Carolina; and

WHEREAS, in order to promote the economic development of Beaufort County and Jasper County, the Counties have initially agreed to include in the Park properties located in Beaufort County and described in Exhibit A hereto (the “Initial Property”) and as more particularly described in Exhibit A to that certain Agreement for the Establishment of Multi-County Industrial/Business Park to be entered into by the Counties as of such date as may be agreed to by the Counties (the “MCP Agreement”), the form of which is attached herein as Exhibit B (the MCP Agreement”); and

WHEREAS, the Counties have agreed to the specific terms and conditions of the arrangement set forth in the MCP Agreement; and

WHEREAS, the Counties now desire to establish the Park to include the Initial Property;

NOW, THEREFORE, BE IT ORDAINED BY THE JASPER COUNTY COUNCIL AS FOLLOWS:

Section 1. *Establishment of Multi-County Park; Approval of MCP Agreement; Location of Park; Change of Park Boundaries.*

(a) There is hereby authorized to be established, initially in conjunction with Jasper County, a multi-county industrial/business park to include therein the Initial Property. The form, provisions, terms, and conditions of the MCP Agreement (Exhibit A) in sustainably the form before Jasper County Council (the "County Council") at the meeting at which this Ordinance receives third reading, and filed with the Clerk to County Council, be and they are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the MCP Agreement were set out in this Ordinance in its entirety.

(b) The MCP Agreement is to be in the form as negotiated by the County Administrator with the advice of legal counsel, with such changes therein as shall not materially adversely affect the rights of Jasper County thereunder and as shall be approved by the officials of Jasper County executing the same. The Chairman of County Council, the County Administrator, and the Clerk to County Council, for and on behalf of Jasper County, are each authorized to execute such documents with such changes therein as shall not materially adversely affect the rights of Jasper County thereunder and take such further actions as may be necessary or proper to effect the establishment of the Park, the execution and delivery of the MCP Agreement, and the performance of all obligations of Jasper County under and pursuant to the MCP Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

(c) As of the date of enactment of this Ordinance, the Park shall consist of the Initial Property located in Beaufort County. It is recognized that the Park may from time to time consist of non-contiguous properties within each Member County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by (a) an ordinance of the Member County in which the property to be added or removed from the Park is actually located, and (b) a resolution (or comparable action) of the governing bodies of all other Member Counties.

Section 2. *Payment of Fee-in-lieu of Taxes.*

(a) In accordance with Article VIII, Section 13(D) of the South Carolina Constitution, the area comprising the Park and all property having a situs therein is exempt from all *ad valorem* taxation. All owners and lessees of property situated in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in the MCP Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the county treasurer of the county in which such property is located. That portion of the fee from the Park property located in a Member County and allocated pursuant to the MCP Agreement to the other Member Counties shall be paid to the respective county treasurer (or other designated official) of the other Member Counties in accordance with the terms of the MCP Agreement. Payments of fees in lieu of *ad valorem* taxes for each year will be due on the due date for property taxes for such year. Penalties for late payment will be at the same rate as late tax payments. Any late payment beyond the due date will accrue interest at the same rate as late tax payments. The Member Counties, acting by and through the appropriate official, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

(b) Nothing herein shall be construed to prohibit any Member County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision of South Carolina law.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the County Attorney, the Clerk to County Council, and various other County officials and

staff, acting at the direction of the Chair, the County Administrator, the County Attorney, or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 4. Savings Clause. If any portion of this Ordinance shall be held void or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 5. General Repealer. Any prior ordinance or resolution, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 5. Effectiveness. This Ordinance shall be effective upon approval following third and final reading.

JASPER COUNTY, SOUTH CAROLINA

By: _____
L. Martin Sauls, IV
Chairman of County Council
Jasper County, South Carolina

ATTEST:

Wanda Giles
Clerk to County Council
Jasper County, South Carolina

First Reading: 10.21.2024
Second Reading: 11.04.2024
Public Hearing: 11.04.2024
Third Reading: 12.02.2024

Approved as to Form:

David L. Tedder
Jasper County Attorney

Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

I, the undersigned, Clerk to the County Council of Jasper, South Carolina ("County Council") DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on October 21, 2024, November 4, 2024, and December 2, 2024. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on November 4, 2024, and notice of the public hearing was published in *The Beaufort Gazette* on October 18, 2024. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Jasper County Council, South Carolina, as of this 2nd day of December 2024.

Wanda Giles
Clerk to Jasper County Council
Jasper, South Carolina

EXHIBIT A

Initial Property

All those certain pieces, parcels or tracts of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of 12.2 acres, more or less, and being shown on a plat prepared by George A.Z. Johnson, Sr., Surveyor, dated February 12, 1988, and as Parcels R-700-020-00-008, R700-020-00-009 and R700-020-00-009A and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 35 at Page 241.

EXHIBIT B

MCP Agreement

**MULTI-COUNTY PARK AGREEMENT
(PROJECT MICRO)**

between

BEAUFORT COUNTY, SOUTH CAROLINA

and

JASPER COUNTY, SOUTH CAROLINA

Dated as of _____, 2025

Multi-County Park Agreement
Project Micro

This MULTI-COUNTY PARK AGREEMENT (Project Micro) is made and entered into as of the ___ day of _____, 2025, by and between BEAUFORT COUNTY, SOUTH CAROLINA (“Beaufort County”) and JASPER COUNTY, SOUTH CAROLINA (“Jasper County”) (collectively, Beaufort County and Jasper County are the “Parties”), each a body politic and corporate, a political subdivision of the State of South Carolina (“Park Agreement”).

In consideration of the mutual agreements, representations and benefits contained in this Park Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Beaufort County and Jasper County agree as follows:

1. Effective Date. This Park Agreement is effective at 12:00 a.m. (midnight), [_____], 2025 (the “Effective Date”).

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172, and -175 of the Code of Laws of South Carolina 1976, as amended (the “MCP Law”), authorizes contiguous counties to jointly develop industrial and business parks within the geographical boundaries of one or more of the participating counties. Beaufort County authorized and approved this Park Agreement by passage of Ordinance No. _____ and Jasper County authorized and approved this Park Agreement by passage of Ordinance No. O-2024-27.

3. Purpose. The purpose of this Park Agreement is to (i) provide for the establishment of a multi-county park in accordance with the MCP Law and (ii) encourage the investment of capital and the creation of jobs in Beaufort County and Jasper County.

4. Agreement to Develop Park. The Parties agree to jointly develop an industrial and business park in accordance with the MCP Law and the terms and conditions of this Park Agreement (the “Park”).

5. The Park. (A) *Location*. The Park consists of certain property located in Beaufort County as further identified in Exhibit A (Beaufort County) to this Park Agreement, and property located in Jasper County, as further identified in Exhibit B (Jasper County), to this Park Agreement. The Park may consist of non-contiguous properties within each county. The Parties acknowledge that on the Effective Date, the Park does not contain any property located in Jasper County.

(B) *Addition and Removal of Property*.

(1) *County Action*. Property may be added to or removed from the Park by ordinance of the county in which the subject property is located, provided that the host county shall provide notice to the non-host county as well as revised exhibits pursuant to subsection (2) below.

(2) *Revised Exhibits*. If property is added to or removed from the Park, this Park Agreement is deemed amended and a revised Exhibit A (Beaufort County) or Exhibit B (Jasper County), as applicable, shall be prepared by the county in which the added or removed property is located. The revised exhibit must contain a legal description or other identification of the properties included in the Park, after the addition or removal. A copy of the revised exhibit shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Beaufort County and Jasper County.

(3) *Public Hearings and Notice*. Prior to the adoption by either county of an ordinance authorizing the removal of property from the Park, the county council in the county in which the

property to be removed is located, shall hold a public hearing. The county that will conduct the public hearing must give notice of the public hearing by publication in a newspaper of general circulation in the county in which the public hearing will be held at least once and not less than fifteen (15) days prior to the public hearing. Notice of the public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to the public hearing upon the owner of the real property and, if applicable and known, the lessee of any real property which would be removed from the Park.

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

7. Allocation of Expenses. Beaufort County and Jasper County shall bear the expenses for the development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Beaufort County portion of the Park:

(1)	Beaufort County	100%
(2)	Jasper County	0%

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

(1)	Beaufort County	0%
(2)	Jasper County	100%

8. Allocation of Revenues. Beaufort County and Jasper County shall receive an allocation of revenue generated by the Park through payment of Fee in Lieu of Taxes (net of any special source revenue bond payments or special source revenue credits) in the following proportions:

If property is in the Beaufort County portion of the Park:

(1)	Beaufort County	99%
(2)	Jasper County	1%

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

(1)	Beaufort County	1%
(2)	Jasper County	99%

9. Revenue Allocation Within Each County.

(A) *Host County.* Revenues generated by the Park through the payment of Fee in Lieu of Taxes shall be distributed to Beaufort County and to Jasper County, as applicable, according to the proportions established by Paragraph 8 of this Park Agreement. With respect to revenues allocable to Beaufort County or Jasper County by way of FILOT generated within the respective county (the “Host County”), such revenue shall be distributed within the Host County in the manner provided by ordinance of the council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body

of the taxing entity shall allocate the revenues received between operations and debt service of the taxing entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the council of the Host County. Each Host County is further specifically authorized to amend the distribution within such Host County at any time by the passage of an ordinance.

(B) *Non-Host County*. Revenues allocable to Beaufort County by way of FILOT generated within Jasper County shall be distributed solely to Beaufort County. Revenues allocated to Jasper County by way of FILOT generated within Beaufort County shall be distributed solely to Jasper County.

10. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. The Parties agree that the entry by Beaufort County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as amended (“Negotiated Fee-in-Lieu of Tax Agreements”), with respect to property located within the Beaufort County portion of the Park and the terms of those agreements shall be at the sole discretion of Beaufort County. The Parties further agree that entry by Jasper County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Jasper County portion of the Park and the terms of those agreements shall be at the sole discretion of Jasper County.

11. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Beaufort County and Jasper County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 8 and 9 of this Park Agreement.

12. Applicable Regulations. Any applicable ordinances and regulations of Jasper County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Jasper County unless the properties are within the boundaries of a municipality in which case the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Beaufort County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Beaufort County unless the properties are within the boundaries of a municipality in which case the municipality’s applicable ordinances and regulations shall apply.

13. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Jasper County is vested with the Sheriff’s Department of Jasper County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Beaufort County is vested with the Sheriff’s Department of Beaufort County. If any of the Park properties located in either Jasper County or Beaufort County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

14. Severability. If any provision or any part of a provision of this Park Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Park Agreement.

15. Amendments. The provisions of this Park Agreement may be modified or amended only in a writing signed by the Parties.

16. Headings and Catch Lines. The headings of the paragraphs and subparagraphs of this Park Agreement are inserted for convenience only and do not constitute a part of this Park Agreement.

17. Governing Law. This Park Agreement, and all documents executed in connection with it, shall be construed in accordance with and governed by the laws of the State of South Carolina.

18. Counterparts. This Park Agreement may be executed in any number of counterparts, and all of the counterparts taken together constitute one and the same instrument.

19. Binding Agreement. This Park Agreement is binding upon and shall inure to the benefit of the respective Parties.

20. Merger. This Park Agreement, and all documents executed in connection with it, express the entire understanding and all agreements of the Parties with each other, and neither Beaufort County nor Jasper County has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Park Agreement.

21. Waiver. Either party may waive compliance by the other party with any term or condition of this Park Agreement only in a writing signed by the waiving party. The failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

22. Termination.

(A) *Duration and Renewal.* This Park Agreement commences on the Effective Date and shall continue with respect to each parcel included in the Park for at least the duration of any special source revenue credits applicable to such parcel.

(B) *Mutual Termination.* Notwithstanding the provisions of subparagraph (A) of this Paragraph 22, the Parties may mutually agree to terminate this Park Agreement at any time upon passage of an ordinance to that effect by each county and after conducting a public hearing and giving notice as set forth in subparagraph (B)(3) of Paragraph 5 of this Park Agreement.

SIGNATURES FOLLOW ON NEXT PAGE.

WITNESS our hands and seals as of the date first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Joseph Passiment, Chair, County Council

ATTEST:

Sarah W. Brock, Clerk to Council

[Additional Signature Page Follows]

JASPER COUNTY, SOUTH CAROLINA

By: _____
L. Martin Sauls, IV, Chair, County Council

ATTEST:

Wanda Simmons, Clerk to Council

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EXHIBIT A (Beaufort County)

Beaufort County Property

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PROJECT MICRO
LEGAL DESCRIPTION

All those certain pieces, parcels or tracts of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of 12.2 acres, more or less, and being shown on a plat prepared by George A.Z. Johnson, Sr., Surveyor, dated February 12, 1988, and as Parcels R-700-020-00-008, R700-020-00-009 and R700-020-00-009A and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 35 at Page 241.

EXHIBIT B (Jasper County)

Jasper County Property

NONE AS OF [_____], 2025

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AGENDA

ITEM # 16

This item is for a 2nd public hearing only

No vote will be taken

2nd Public Hearing Only Of An Ordinance Approving A Development Agreement For The Jasper Telfair Tract Pursuant To The South Carolina Local Government Development Agreement Act And Article IV, Title 20 Of The Code Of Ordinances Of Jasper County, And Authorizing The Chairman Of Jasper County Council To Execute Said Development Agreement, And Matters Related Thereto. (Jasper Telfair PDD)

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2024-__

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

APPROVING A DEVELOPMENT AGREEMENT FOR THE JASPER TELFAIR TRACT PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND ARTICLE IV, TITLE 20 OF THE CODE OF ORDINANCES OF JASPER COUNTY, AND AUTHORIZING THE CHAIRMAN OF JASPER COUNTY COUNCIL TO EXECUTE SAID DEVELOPMENT AGREEMENT

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the “Act”), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Jasper County Council (“Council”), the governing body of Jasper County, South Carolina (the “County” has adopted Article IV, Title 20 of the Code of Ordinances of Jasper County governing Jasper County’s participation in development agreements (the “Ordinance”); and

WHEREAS, Jasper Telfair One, LLC is the owner of certain lands suitable for development with Jasper County Tax Map Parcel Numbers 037-00-02-018, 037-00-02-014, and 017-00-02-017, as more fully identified in the Development Agreement attached as Exhibit A (the “Development Agreement”); and

WHEREAS, pursuant to the Act and the Ordinance, the County is authorized to enter into binding development agreements with entities having legal or equitable interest in real property; and

WHEREAS, the County and the Owner have now concluded their negotiations with respect to the terms for a development agreement for the real property subject to the Development Agreement; and

WHEREAS, the County, acting through the terms of this Ordinance, has determined to accept the terms and conditions of the Development Agreement by and between the County and Jasper Telfair One, LLC; and

WHEREAS, the County has provided for and held the statutorily required public hearings, finds that the development agreement is consistent with the Comprehensive Plan for Jasper County, as amended, and that approval of the development agreement would be in the best interests of the County.

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

1. The Development Agreement, in substantially the form attached hereto as Exhibit A, with such minor or grammatical changes as the Chairman of Jasper County Council shall approve upon the advice of the County Attorney and County Administrator, his execution of a definitive Development Agreement to be conclusive evidence of such approval, is hereby approved.
2. The Development Agreement, in substantially the same form attached hereto as Exhibit A, shall be executed by the Council Chairman and delivered on behalf of the County by the County Administrator, and the Clerk to Council is authorized to attest the signature of the Chairman of the Jasper County Council. The consummation of the transactions and undertakings described in the Development Agreement, and such additional transactions and undertakings as may be determined necessary by the County Administrator to be necessary to fully implement the Development Agreement are hereby approved.

3. If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.
4. This ordinance shall take effect upon approval by Council.

JASPER COUNTY COUNCIL

By: _____
L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Simmons, Clerk to Council

First Reading: 10.21.2024
Second Reading: 11.04.2024
Public Hearings: 11.04.2024 and 11.18.2024
Third Reading and Adoption: 11.18.2024

It is required that the Development Agreement be attached as Exhibit A prior to Second Reading.

Reviewed for form and draftsmanship by the Jasper County Attorney:

David Tedder

Date

EXHIBIT A
Jasper Telfair One, LLC
Development Agreement
Jasper Telfair Tract

This document was prepared by
Burr & Forman LLP (SFR)
4 Clarks Summit Drive, Suite 200
Bluffton, SC 29910
(843) 815-2171

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

This Development Agreement (“Agreement”) is made and entered the latter date of execution below, by and among **Jasper Telfair One, LLC**, a Texas limited liability company, (“Owner”) and the governmental authority of **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 owns and proposed to develop the Property (defined below) 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 or a Developer 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 unprecedented 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 by and between Owner and the County, under the terms of the Act, for the purpose of providing assurances to Owner and future Developers that development plans for the Property may proceed under the terms hereof, as hereinafter defined, consistent with the Zoning Regulations (as hereinafter defined) without encountering future changes in law which would materially affect the ability to develop the Property, 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;

WHEREAS, the County conducted three readings regarding its consideration of this Agreement on October 21, 2024, November 4, 2024, and November 18, 2024 with a public hearing on the final date, after publishing and announcing notice in accordance with the Act;

WHEREAS, County Council adopted Ordinance Number __-2024-__ on November 18, 2024, (a) determining that this Agreement is consistent with the County Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement.

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:

1. 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.

2. 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.

“Adjacent Land” shall mean any real property adjacent to the Property.

“Agreement” shall mean this Development Agreement as amended by the County and Owner or Developer, as applicable, in writing from time to time.

“Association” shall mean one (1) or more property owners’ associations that may be established to maintain portions of the Property if such is ever formed which is not expected if the Property is not subdivided.

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

“**County**” shall mean Jasper County, South Carolina.

“**Developer**” means Owner or a successor in title or lessees of the Owner who undertake Development of the Property who are transferred all or portions of the Development Rights in writing from the Owner or a successor or assign.

“**Development**” means the development of portions of the Property and construction of improvements thereon as contemplated in the Zoning Regulations.

“**Development Fees**” shall have the meaning set forth in Section 11.A.

“**Development Rights**” means all rights provided to the Owner or a Developer to undertake Development of the Property in accordance with the Zoning Regulations and this Development Agreement.

“**Owner**” means Jasper Telfair One, LLC, its successors and any assignee, whereby such interest is assigned in whole or in part in writing.

“**PDD Standards**” or “**Planned Development District Standards**” means the Planned Development District Standards approved by the County contemporaneously herewith, and attached hereto as **Exhibit C** and incorporated herein by reference.

“**Project**” means the Development that will occur on the Property.

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

“**Term**” means the duration of this Agreement as set forth in Section 3 hereof.

“**Zoning Regulations**” means (a) PDD Standards adopted to establish a planned development district for the Property, and all the attachments thereto, including but not being limited to the Concept Plan, all narratives, applications, and site development standards thereof, all as same may be hereafter amended by mutual agreement of the County and the Owner, or its successors or assigns, as applicable; (b) this Development Agreement; and (c) the County Zoning Ordinance and Land Development Regulations being codified with Municode[®] and current on Municode[®] through Supplement No. 3 as of June 21, 2021 as amended through the date of this Agreement except as the provisions thereof may be clarified or modified by the terms of this Agreement. In the event of conflicts, the terms of the Development Agreement shall take precedence, followed by the PDD Standards, and then the County Zoning Ordinance and Land Development Regulations.

3. TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the County and Owner and terminate five (5) years thereafter; provided however, that the terms of this Agreement may be considered by the County, in its discretion, for an extension of the Term in

accordance with §6-31-60 of the Act absent a material breach of any terms of this Agreement by the Owner or any Developer during the initial term, or any subsequent extension.

4. 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 Ordinance shall be paid by the Owner or a 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.

5. 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 § 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:

A. 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 associated 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 provide the County an acknowledgment of this Agreement and a commitment to be bound by it.

B. The Owners and Developers, and their respective heirs, successors and assigns agree that all Development, with the exception of irrigation, incidental maintenance facilities, earthwork 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 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.

6. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as **Exhibit B**, 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.

7. DENSITY.

Uses and density on the Property shall be the densities and uses as set forth in this Agreement, and as set forth below:

Up to a maximum of 360,000 square feet of general commercial uses as set forth in the PDD Standards. As long as the total square footage of allowed uses does not exceed 360,000 square feet, the Owner or Developer shall be allowed to alter location and product mix among all allowed uses under the Zoning Regulations, based upon ongoing project planning and market conditions. Any such changes to exact location, building size, or product mix shall not be considered a material amendment hereto, so long as the total allowed density is not exceeded. Such minor changes will be approved at the staff review level.

8. RESTRICTED ACCESS

The Owner and/or each Developer shall have the right (but not the obligation) to restrict access within or into and out of 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.

9. 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 with the approval of the Owner or Developer, as applicable, pursuant to the terms hereof, and 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 or Developer 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 quality standards of general application.

10. 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 of any private roads within the Property unless the County specifically agrees to do so in the future.

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 and Developer acknowledges that it must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation or its successor regarding access and use of such public roads. Owner or a successor Developer shall be responsible for the provision of funds for the construction of improvements to Highway 17 and Highway 315 in addition to property access improvements, all as required by SCDOT or Jasper County, as applicable, in conjunction with County approved traffic mitigation plans. Upon completion of construction of any such improvements within the SCDOT right of way, and acceptance by SCDOT, the SCDOT shall maintain all roadway improvements within the public road right of way. Further provisions regarding traffic management and mitigation are contained in Section 10.N below.

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 or Developer 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 or Developer 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 or Developer and the service provider.

E. Use of Effluent. Owner and Developer agree that treated effluent will be disposed of only in such manner as may be approved by DHEC and the BJWSA. The County will use good faith efforts to cooperate with Owner or Developer to support Owner or Developer in obtaining gray water in connection with providing irrigation water for the landscaped areas within the Property, if such is economically feasible. The Owner or Developer or its designee shall have the right to operate an irrigation system to provide irrigation services in connection with all or any portion of the Property, provided such is approved by DHEC or other applicable regulatory authority.

F. Police Services. County shall provide law enforcement protection services to the Property on the same basis as is provided to other similarly situated businesses in the County.

G. Fire Services. County shall provide fire protection services to the Property on the same basis as is provided to other similarly businesses in the County. It is further acknowledged the nature of the development of the Project may require additional equipment (generically, “Heavy Rescue Equipment”). Provision of funds towards that acquisition are contained hereinbelow in Section 11.B. Owner and Developer acknowledge 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 shall provide sanitation services and trash collection services to all properties within the Property on the same basis as provided to other similarly situated businesses within the County.

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

J. Library Services. Such services are available on the same basis as provided to all other citizens of the County.

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

L. Drainage System. All stormwater runoff, treatment and drainage system improvements within the Property will be designed and operated 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, Developer, 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. Owner and Developer shall be required to abide by all provisions of federal and state 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. County shall be provided with contemporaneous copies of all submissions to federal and state permitting authorities regarding storm water permitting and storm water pollution prevention plans. Additional provisions regarding storm water management are included in the PDD Standards.

N. Traffic Management/Mitigation. A traffic impact study was completed on March 16, 2023 for the Property and a copy provided to the County. Traffic lighting and associated roadway improvements recommended in the traffic impact study to avoid an unacceptable degradation of intersection functioning due to the development of the Property will be permitted and constructed at Owner or a subsequent Developer’s expense. If any such traffic improvements are required by the traffic study for development of the Property, Owner or a subsequent Developer shall engage, or cause to be engaged, appropriate professionals to design,

permit and construct such improvements, said construction to be completed following approval and issuance of applicable permits by the SCDOT.

11. DEVELOPMENT FEES.

A. To assist the County in meeting expenses resulting from ongoing development, Owner or Developer shall pay development fees for, Fire/Public Safety and Roads (“Development Fees”) as follows, as set forth below:

DEVELOPMENT FEES	AMOUNT
Non-Residential per 1,000 sf	\$660 Roads and Traffic Mitigation Facilities
	\$500 Fire/Public Safety

B. All Development Fees shall be collected at the time of obtaining a building permit. Roads and Traffic Mitigation Facilities Development Fees shall be placed in a separate interest bearing account and all such monies shall be utilized, unless otherwise agreed by the County and Owner or Developer, to reimburse Owner or Developer, as applicable, for the construction of external roadways and near-site traffic mitigation measures, including landscaping and lighting (which shall be paid by County to Owner or Developer, as applicable, within thirty (30) days after substantial completion of each road/traffic mitigation segment out of the first funds in the Road and Traffic Fund, as collected and available). The Fire/Public Safety Fee is to be used for capital expenditures to provide Heavy Rescue capabilities if necessary due to the industrial/commercial nature of the Project, as well as other usual capital expenditures associated with the demands for enhanced services.

C. 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 three (3) 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 Development Fees paid under Section 11.A and B 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. 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).

D. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, Developer, their 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 County to impose fees or obligations similar in nature to those

contemplated by this Agreement, Owner or Developer, as applicable, shall be entitled to either an offset against the Development Fees of this Agreement the amount of such fees or obligations which are collected or a 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.

E. The fees set forth above in Section 11.A and B are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee or development obligation shall be imposed in connection with the Property, except as may be allowed pursuant to Section 11.C and D and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Fire/Public Safety and Road/Traffic Mitigation 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.

F. 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 Owner and/or Developer shall provide written notice of intent to transfer such credits to the County and shall obtain an acknowledgement from the County prior to any such transfer. 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.

G. Owner agrees to pay the reasonable costs and expenses of the County's consultants and professionals incurred in negotiating, processing and evaluating this Agreement. County will provide sufficient documentation of these charges. Owner shall pay such fees within 60 days of the delivery of the County's invoice(s).

12. PERMITTING PROCEDURES:

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

B. 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 Zoning Regulations. Plans will be processed in accordance with the Zoning Regulations, the then current subdivision plat and development plan procedural requirements and

fee schedules. 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.

C. Signage for the Project is governed by the Zoning Regulations.

D. The County acknowledges that the Owner and/or Developer has the initial right of architectural review regarding improvements and building upon the Property, subject to normal review by the County Planning staff. It is the intent of this Agreement to avoid long unarticulated facades visible from the adjacent Highway 17 and Highway 315.

E. 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 then current Master Plan, 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 and Developer shall have the right to challenge.

F. Private or public roadways may utilize swale drainage systems and are not required to have raised curb and gutter systems, except where necessary to adequately control stormwater runoff or to accommodate pedestrian or multi-use sidewalks or pathways. Raised curb and gutter systems are not required for the sole purpose of aesthetic appeal. 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 Master Plan prepared by Developer subject to the approval of the County Planning Administrator.

G. All plan review fees shall be consistent with the fees charged generally in the County and in effect at that time.

13. DEVELOPER ENTITLEMENTS

County acknowledges that the Property is vested with the following items:

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

B. All drainage systems constructed within the Project shall be owned and maintained by Owner, Developer 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 requirement utilizing then current Best Management Practices.

C. On-site burning may be permitted within the Property upon obtaining applicable permits

D. 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.

E. County services, including, but not limited to, police, fire, sanitation, and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other similar business properties within the County, subject to the limitations (if any) of Section 10 above. Subject to the limitations of Section 10 above (if any), should the Owner or a Developer require enhanced services beyond that which is routinely provided within the County, then the County agrees that upon the written request of Owner or a Developer, it shall negotiate in good faith with the Owner or a Developer to provide such enhanced services to the Property. Any enhanced services shall be at the sole cost of the Owner and/or Developer.

14. COMPLIANCE REVIEWS.

As long as Owner or a Developer owns any of the Property, Owner or a Developer or its designee, shall meet with the County, or its designee, at least once, per year, during the Term to review Development completed by within the Property in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner or a Developer, 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, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. Owner or a Developer or its designee, shall be required to compile this information within a reasonable time after written request by the County.

15. 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 Developer, or their 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, 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 Current 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 Current Regulations are not contractual, 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 or a Developer, as applicable, 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 or a Developer, he shall immediately notify the Owner or Developer in writing by certified mail, return receipt requested, and allow the Owner or Developer fifteen (15) days to respond with an explanation of why Owner or Developer is not in default or a plan for remedying the default. In the event Owner or Developer 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 Developer. 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.

16. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the County and the Owner and Developer; such written agreement may be by resolution. 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.

If an amendment affects less than all the persons and entities comprising the Owner and Developers, then only the County and those affected persons or entities need to sign such written amendment. Because this Agreement constitutes the plan for certain planned development under the zoning ordinance, minor modifications to a site plan or to development provisions may be made without a public hearing or amendment to applicable ordinances. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment, and such approval or consent shall be in writing and signed by the affected parties. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The master plans are not intended to be rigid, 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 herein and the general concept of development suggested by the Development Agreement and Master Plan is followed and respected; however, reductions in required buffers and setbacks in relation to external properties and roadways are a major modification. Such minor variations are eligible to be approved at staff level in accordance with the Zoning Regulations.

17. 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 personal delivery or by independent courier service or by facsimile, email or other means of electronic communication or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be given at:

To the County: County Administrator
 Jasper County
 PO Box 1149
 Ridgeland, SC 29936
 Email: afulghum@jaspercountysc.gov

With Copy to: County Attorney
 Jasper County
 PO Box 420
 Ridgeland, SC 29936
 Email: dtedder@jaspercountysc.gov

And to Owner at: Jasper Telfair One, LLC
5005 Woodway Drive, Suite 215
Houston, TX 77056
ATTN: Mark Barineau
Email: mark@lionsmarkgroup.com

With Copy to: Burr & Forman LLP
4 Clarks Summit Drive, Suite 200
Bluffton, SC 29910
ATTN: Sarah F. Robertson
Email: srobertson@burr.com

18. 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.

19. 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.

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 or Developer may assign its rights and responsibilities hereunder to a subsidiary or sister company, or subsequent land owners and Developers.

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. Not applicable.

N. Recording. Within fourteen (14) days after execution of this Agreement by all parties, the 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. 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.

P. Assignment of Development Rights. Any and all conveyances of any portion of the Property to Developers shall by written agreement assign a precise amount of Development Rights along with the permitted land uses that may be constructed on the subject property being conveyed. Assignee 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 assignee and record the same in the Office of the Jasper County Register of Deeds. In the event of conveyance of all or a portion of the Property and compliance with the conditions set forth herein, the assignor shall be released from all obligations as to the portion of Property and Development Rights so transferred, and the assignee shall be substituted as the Owner under the Agreement as to the portion of the Property so transferred.

Q. Adjacent Property. In the event Owner, its successors or assigns, acquires real property adjacent to the Property, County agrees to allow Owner, its successors or assigns, to subject such real property to the terms of this Development Agreement and the PDD Standards by an amendment to this Development Agreement subject to the approval of the which shall not be unreasonably withheld.

20. 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 Owner of the Property is Jasper Telfair One, LLC, a Texas limited liability company, as described above.

2. **Duration of Agreement.** The duration of this Agreement shall be as provided in Section 3.

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.

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 are set forth in Section 10 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.

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

[SEPARATE SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date indicated below.

WITNESSES:

Jasper Telfair One, LLC
a Texas limited liability company

Witness

By: _____
Mark Barineau, Member

Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by Mark Barineau, a Member of Jasper Telfair One, LLC, a Texas limited liability company, on behalf of the company.

Notary Public for South Carolina
Print Name: _____
My Commission Expires: _____

WITNESSES:

COUNTY OF JASPER, SOUTH CAROLINA

Witness

By: _____

Notary Public

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate official of Jasper County, South Carolina, who acknowledged the due execution of the foregoing document.

Notary Public for South Carolina
Print Name: _____
My Commission Expires: _____

MORTGAGEE CONSENT TO DEVELOPMENT AGREEMENT

The undersigned **Frost Bank**, a Texas state bank (the "**Mortgagee**"), as holder of that certain Mortgage, Security Agreement – Financing Statement from Jasper Telfair One, LLC, a Delaware limited liability company (the "**Mortgagor**"), dated October 20, 2023, and recorded in Book 1136 at Page 643 in the Office of the Register of Deeds for Jasper County, South Carolina (as modified from time to time, the "**Mortgage**"), relating to the real property described in the Mortgage and more particularly described in and encumbered by this Development Agreement, as amended or supplemented (the "**Development Agreement**"), does hereby consent to the foregoing Development Agreement and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

NOW, THEREFORE, the undersigned consents to the recordation of the Development Agreement.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Development Agreement, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Property, and does not hereby assume and shall not hereby be responsible for any of the obligations or liabilities of the Owner in the Development Agreement. None of the representations contained in the Development Agreement shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Development Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the ____ day of _____, 2024.

Signed, sealed and delivered
in the presence of:

Frost Bank,
a Texas state bank

Witness

By: _____
Name: _____
Title: _____

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by _____, as _____ of
Frost Bank, a Texas state bank, on behalf of the bank.

Notary Public for the State of _____
Print Name: _____
My Commission Expires: _____

**EXHIBIT A
TO DEVELOPMENT AGREEMENT
PROPERTY DESCRIPTION**

Lot A and Lot B

All those certain parcels or tracts of land situate, lying and being in Jasper County, South Carolina, designated as Lot A, Delta Plantation, containing 6.33 acres, more or less, and Lot B, Delta Plantation, containing 20.00 acres, more or less, and being more particularly shown and described on a map or plat prepared by Charles W. Tuten, Jr., SCRLS #13522, dated March 3, 2004, recorded in the Office of the Register of Deeds for Jasper County, South Carolina ("Jasper County Records") in Plat Book 27, Page 315. For a more particular description reference is hereby made to said map or plat for better determining the metes, bounds and dimensions of said property.

Jasper County TMP: 037-00-02-018

Jasper County TMP: 037-00-02-014

Tract C

AND ALSO, ALL that certain parcel or tract of land situate, lying and being in Jasper County, South Carolina, containing 5.00 acres, more or less, and being a portion of the Poindexter Tract of Delta Plantation, as shown and delineated on that certain plat of survey prepared by Paul D. Wilder, RLS of Wilder Surveying and Mapping, dated January 9, 1998 and recorded in the Jasper County Records in Plat Book 23, Page 46. Said parcel of tract of land being generally bounded and described as follows: on the north by the R/W of S.C. Highway 170; on the east by other lands, now or formerly of Henry Ingram; on the south by other lands, now or formerly of Henry Ingram; and on the west by the R/W of U.S. Highway 17-A. For a more particular description, reference is made to the aforementioned plat of record.

Jasper County TMP: 017-00-02-017

LESS AND EXCEPTING

ALL that certain piece, parcel or lot of land situate, lying and being in Jasper County, South Carolina and designated as a "BJWSA Ground Water Well" containing 1.00 acres, 43,743 square feet on a plat dated May 6, 2009, entitled "A Plat of a 0.517 Acre Water Well Being a Portion of Lot "B" Delta Plantation Jasper County, South Carolina Prepared For: North Savannah Properties, LLC" by Kennedy Ragsdale & Associates Inc., James C. Brewer SCRLS No. 25441. For a more complete description as to metes, bounds and distances, reference may be made to said plat, filed as an attachment to the Partial Release recorded in the Jasper County Records in Book 759 Page 21.

ALL that certain piece, parcel or lot of land containing 15.576 square feet (0.358 acre), more or less, and all improvements thereon, if any, shown as the "Area of Acquisition" on Exhibit A attached to the deed from Zinn Investments II, LLC to South Carolina Department of Transportation recorded in Book 1018 at Page 729 in the Jasper County Records with such Right

of Way therein granted located along a relocated centerline as shown on plans between approximate survey stations 134+60.00 and 332+82.17.

This being the same property conveyed to Owner by Zinn Investments II, LLC by deed dated December 7, 2021 and recorded January 4, 2022 in Book 1093 at Page 1887 in the Jasper County Records.

**EXHIBIT B
TO DEVELOPMENT AGREEMENT
DEVELOPMENT SCHEDULE**

Development of the Property is expected to occur over the 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 or Developer as the development evolves over the term:

Year(s) of Commencement / Completion					
	2025	2026	2027	2028	2029
Type of Development	Potential start of development. Start clearing and mass grading. Begin design of offsite improvements.	Start underground utilities, hard scape, start building construction. Start construction on offsite improvements as required by SCDOT and County.	Complete first 120,000 SF of building space, complete any hard scape associated with building space. Continue construction of offsite improvements as required by SCDOT/County.	Complete next 120,000 SF of building space and any associated hard scape. Complete offsite improvements.	Complete remainder of building SF and site work

As stated in the Development Agreement, Section 6, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

EXHIBIT C
PLANNED DEVELOPMENT DISTRICT STANDARDS

AGENDA

ITEM # 17



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:	December 2, 2024
Project:	Zoning Map Amendment – Residential
Applicant:	Jasper County
Tax Map Number:	045-00-01-049
Submitted For:	1 st Reading
Recommendation:	Planning Commission recommends approval of Residential

Description: This is a staff initiated request for a Zoning Map Amendment to have a property designated as Residential. The subject property consists of three (3) acres and is identified by TMS #045-00-01-049, located along Floyd Road near the Tillman area. The property is currently zoned Rural Preservation. The purpose for the re-zoning is to have the subject property zoned the same as the adjacent property in order to combine the properties without creating a parcel of land that would be split zoned. The adjacent property is zoned Residential.

Analysis: The Zoning Map Amendment application and request are reviewed by considering the following factors:

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation”. The Rural Conservation areas seek to protect and promote the character of Jasper County that largely exists today outside of the municipalities.
- **Adjacent Zoning:** The adjacent parcels are zoned Rural Preservation and Residential.
- **Adjacent Land Use:** Adjacent land uses are residential and vacant property.
- **Traffic and Access:** The subject property is accessed by Floyd Road, which is a two-lane state-maintained highway classified as a local road.

Planning Commission Recommendation: The Planning Commission recommends approval of the request to have the property designated as Residential on the Jasper County Official Zoning Map.

Attachments:

1. Ordinance
2. Aerial map of property and surrounding area
3. Aerial map with zoning layer

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2024 - _____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property located along Floyd Road, bearing Jasper County Tax Map Number 045-00-01-049, consisting of 3 acres from the Rural Preservation Zone to the Residential Zone on the Jasper County Official Zoning Map.

WHEREAS, A Zoning Map Amendment request was submitted to the Planning Commission to have a parcel bearing Jasper County Tax Map Number 045-00-01-049, consisting of approximately 3 acres, located along Floyd Road to have the zoning changed from the Rural Preservation Zone to the Residential Zone on the Official Zoning Map of Jasper County; and

WHEREAS, the Jasper County Planning Commission has concurred with the recommendations of the staff report as reflected in this Ordinance and recommends approval by Council; and

WHEREAS, this matter is now before the Jasper County Council for determination; and

NOW THEREFORE BE IT ORDAINED, by the Jasper County Council in council duly convened and by the authority of the same:

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 3 acres bearing Jasper County Tax Map Number 045-00-01-049, located along Floyd Road, depicted on the Jasper County

Official Zoning Map in the Rural Preservation Zone shall be changed to the Residential Zone.

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

L. Martin Sauls IV
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: # 2024-__

First Reading: December 2, 2024

Second Reading: _____

Public Hearing: _____

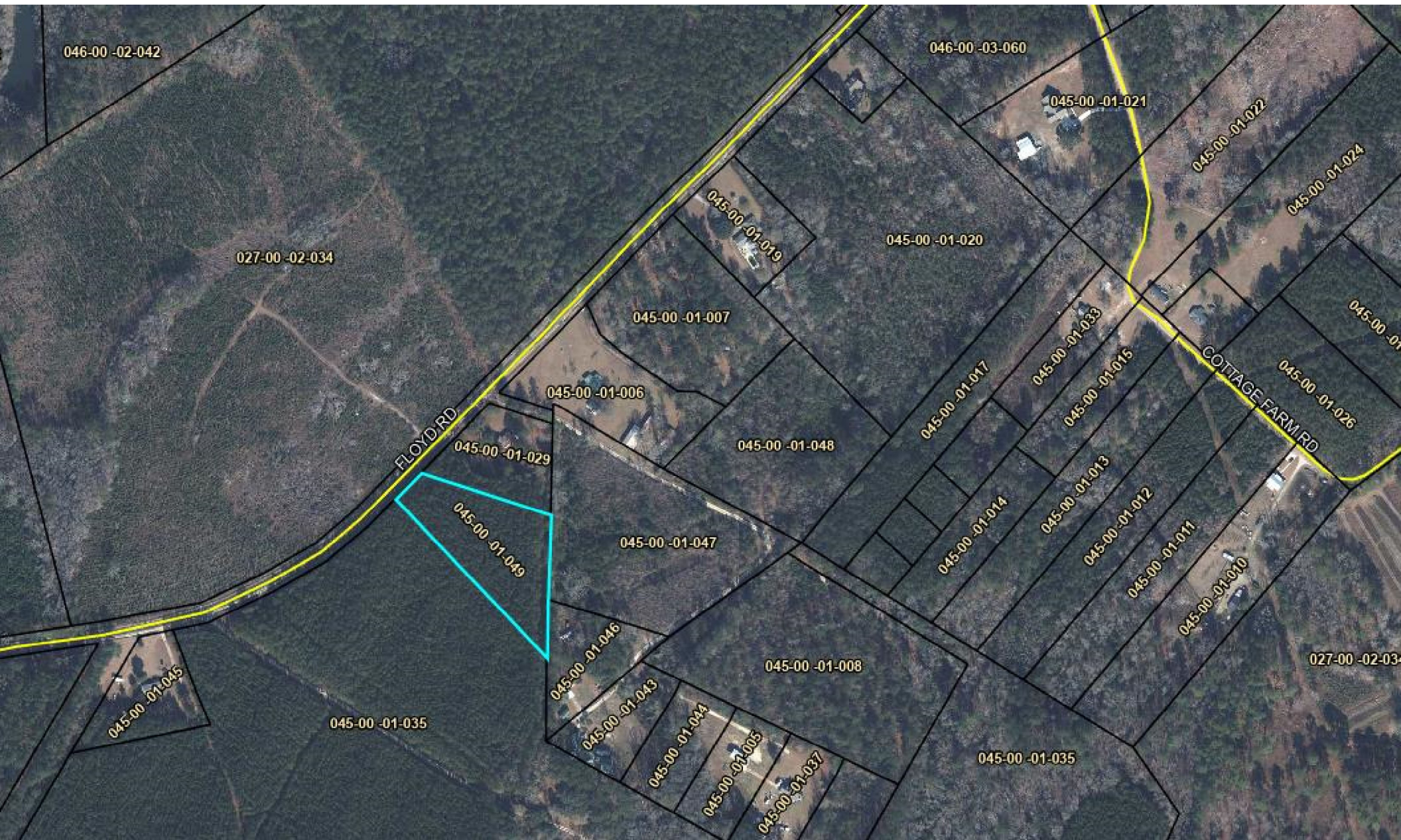
Adopted: _____

Considered by the Jasper County Planning Commission at its meeting on
November 12, 2024 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



046-00 -02-042

046-00 -03-060

027-00 -02-034

045-00 -01-021

045-00 -01-022

045-00 -01-024

045-00 -01-020

045-00 -01-019

045-00 -01-007

045-00 -01-025

045-00 -01-006

045-00 -01-033

COTTAGE FARM RD

045-00 -01-026

FLOYD RD

045-00 -01-029

045-00 -01-048

045-00 -01-017

045-00 -01-015

045-00 -01-049

045-00 -01-047

045-00 -01-014

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027-00 -02-034

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045-00 -01-008

045-00 -01-046

045-00 -01-035

045-00 -01-043

045-00 -01-044

045-00 -01-005

045-00 -01-037



AGENDA

ITEM # 18



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:	December 2, 2024
Project:	Zoning Map Amendment and Concept Plan - Planned Development District – Daly Organics PDD
Applicant:	Bellinger Hill Properties, LLC Madison and James Daly
Tax Map Number:	038-00-08-044
Submitted For:	Consideration of 1 st Reading
Recommendation:	Planning Commission recommends approval of the PDD designation and Concept Map. The Planning Commission also recommends that the PDD Standards limit the uses to only allow commercial and industrial uses that support the Daly Organic Farm, including the existing composting and mulching operation, and the proposed bagging facility.

Description: The Applicant is requesting approval of a Planned Development District (PDD) zoning designation for a commercial project, and if approved, will be known as Daly Organics PDD. Included with the Zoning Map Amendment application is a Concept Plan and PDD Standards. The project site consists of a 223.7 acre parcel located along Bellinger Hill Road and also has frontage on Bellinger Hill Run. The property is currently zoned Rural Preservation and is developed as an existing farm that includes an organic composting and mulching operation. The applicant proposes to add a bagging facility, which will require an Industrial zoning designation or a PDD that will allow this type of land use.

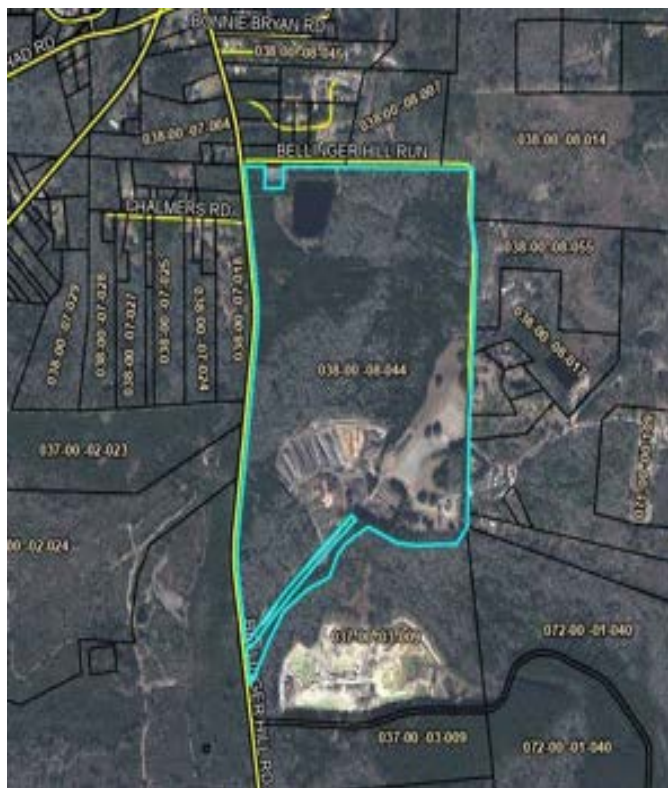
Analysis: In accordance with Article 8:1 of the Jasper County Zoning Ordinance, the intent of a PDD is to encourage flexibility in the development of land to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare. The PDD regulations are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree and are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment. In view of the substantial public advantage of “planned development,” it is the intent of the PDD regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts. All PDD’s shall conform to the Jasper County Comprehensive Land Use Plan and Land Use Map (latest edition).

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Transition.” The rural transition areas are located in southern Jasper County and will likely be under pressure to develop within the foreseeable future. Development proposals in existing communities, such as Levy-Limehouse, should be respectful and complement the scale and character of the area.
- **Adjacent Zoning and Land Uses:** Figure 1 below shows the project location and Table 1 shows the adjacent land uses and zoning designation:

Table 1. Adjacent Land Uses and Zoning Designations

Adjacent Property	Existing Uses	Zoning
North	Residential	Residential
South	Mining Operation	Resource Extraction
West	Residential and Vacant	Residential and PDD
East	Residential, Small Campground and Mining Operation	Residential, Rural Preservation and Resource Extraction

Figure 1.



- **Traffic and Access:** The subject property is accessed by Bellinger Hill Road and Bellinger Hill Run. Bellinger Hill Road is a 2-lane state maintained road, classified as a limited local road. Bellinger Hill Run is a private dirt road.

The Daly Organics Concept Plan (**Appendix H**) illustrates the proposed land use, the general layout, and access point. A Master Plan will be submitted separately and will provide additional information regarding the proposed layout of the development.

The proposed PDD will establish the following:

- **Access Points** – the main access point exists and is located on Bellinger Hill Road.
- **Allowed Land Uses** – rural preservation, general commercial and industrial.
- **Density** – 166 acres is designated to remain Rural Preservation, 36 acres is designated as General Commercial, and 21 acres is designated as Industrial.
- **Open Space** – a minimum of 10% open space based on overall commercial highlands will be provided.
- **Stormwater Management** – best management practices will be used in the development to ensure runoff leaving the site meets SC Department of Environmental Services Office of Ocean and Coastal Resource Management and Jasper County standards for water quality.
- **Setbacks and Buffers** – The concept map shows the commercial areas are setback 400' + from Bellinger Hill Road.
- **Landscaping Standards** – A landscape road-side buffer will be provided along Bellinger Hill as required by the Jasper County Zoning Ordinance.

The Daly Organics PDD and Concept Plan meets all of the requirements for a PDD *Application and Concept Plan* as outlined in Article 8:1.7 of the Jasper County Zoning Ordinance. As far as a traffic analysis, Hussey Gay Bell, engineering firm determined that the current use produces 40 trips a day, which is made up of 30 trucks/day (customers) and 10 cars/day (employees). The future conditions is predicted to produce 40 trucks/day (customers) and 20 cars/day (employees). The Daly Organic property is currently served by water, wastewater and electric. The property is served by well and septic tank. Electric is served by Palmetto Electric. Telecommunication and fiber are not currently available to serve the Daly Organic property.

Planning Commission Recommendation: A zoning designation of PDD does not entitle an applicant or owner of the affected property a right to develop or engage in any land use or land disturbing activity, other than the rights in existence at the time of the Concept Plan approval. To engage in development or any land use or land disturbing activity, a Master Plan and subsequent Development Plan(s) must be approved for the areas to be developed. While the Concept Plan is very generalized, a Master Plan is a more refined document which will be reassessed by the Planning Commission at a future date. **The Planning Commission recommends approval of the PDD designation and Concept Map. The Planning Commission also recommends that the PDD Standards limit the uses to only allow commercial and industrial uses that support the Daly Organic Farm, including the existing composting and mulching operation, and the proposed bagging facility.**

Attachments:

1. Application
2. Ordinance
3. PDD Document and Concept Plan

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #2024 - _____

**AN ORDINANCE OF
JASPER COUNTY COUNCIL**

To adopt Planned Development District Zoning, Planned Development District Standards, and Conceptual Master Plan for a tract of land consisting of approximately 223.70 acres, bearing Jasper County Tax Map Numbers 038-00-08-044, located along Bellinger Hill Road, and known as Daly Organics PDD.

WHEREAS, The Planned Development District Zoning standards were adopted by Jasper County to permit and encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare; and

WHEREAS, Jasper County has received a request from the owner of a tract of land consisting of approximately 223.70 acres, bearing Jasper County Tax Map Numbers 038-00-08-044, located along Bellinger Hill Road, to zone such in accordance with submitted Planned Development District Standards prepared for Daly Organics and accompanying Planned Development District Standards and Conceptual Master Plan; and

WHEREAS, the above mentioned property was duly posed, with public meetings properly noticed and held by the Jasper County Planning Commission on November 12, 2024, which recommended approval and adoption by the Jasper County Council on November 12, 2024; and

WHEREAS, Jasper County Council finds the Planned Development District Standards and the Concept Map (Appendix H) to be in accordance with the statutory requirements of the state, and consistent with the Jasper County Comprehensive Plan, *Jasper's Journey*, as well as the Jasper County Zoning and Land Development Ordinances; and

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in council duly assembled and by the authority of the same:

1. Jasper County Council finds in accordance with the staff report, and the recommendation of Jasper County Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown to approve the applicant's request for Planned Development District Zoning for the Property, and of the Planned Development District Standards and Conceptual Master Plan (Appendix H), and to amend the Jasper County Official Zoning Map to reflect Planned Development District zoning for a tract of land consisting of approximately 223.70 acres, bearing Jasper County Tax Map Numbers 038-00-08-044, and known as Daly Organics PDD.
2. This ordinance shall take effect upon approval by Council.

L. Martin Sauls IV
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: # 2024-__

First Reading: December 2, 2024

Public Hearing: _____

Second Reading: _____

Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on
November 12, 2024 and recommended for approval.

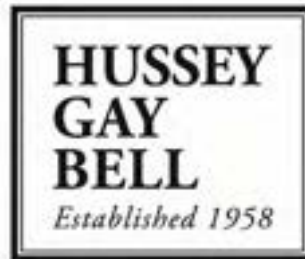
Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

PLANNED DEVELOPMENT DISTRICT AND CONCEPT PLAN

JASPER COUNTY, SOUTH CAROLINA



FOR

DALY ORGANICS



BELLINGER HILL PROPERTIES, LLC

1465 BELLINGER HILL ROAD

HARDEEVILLE, SC 29927

BY

HUSSEY GAY BELL

329 COMMERCIAL DRIVE

SAVANNAH, GA 31406

ORIGINALLY SUBMITTED SEPTEMBER 10TH, 2024
(REVISED NOVEMBER 5TH, 2024)

**PLANNED DEVELOPMENT DISTRICT
AND
CONCEPT PLAN**

DALY ORGANICS

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Appendix H	Conceptual Master Plan
Appendix I	Development Schedule

DALY ORGANICS

PLANNED DEVELOPMENT DISTRICT

CONCEPT PLAN

SECTION I – SITE DEVELOPMENT

A. THE PROPERTY

The Daly Organics Planned Development District (PDD) is located in Jasper County, South Carolina with frontage on Bellinger Hill Road and Bellinger Hill Run. The tract is located near Hardeeville and is approximately 223.7 acres. A site location map is provided in Appendix A.

The Daly Organics Tract is currently owned by Bellinger Hill Properties, LLC (“Owner”), its successors or assigns. The Owner proposes that this property be zoned and developed as a PDD in accordance with the Jasper County Zoning Ordinance (ZO) and Land Development Regulations (LDR) in effect at the time of submittal to Jasper County. The PDD designation will be utilized to encourage unified planning and development, promote economical and efficient land use, foster a harmonious variety of uses, encourage creative design, and produce a better environment.

The Daly Organics Tract (TM# 038-00-08-044) is located in Jasper County, South Carolina and is located southeast of the intersection of S. Okatie Highway and Bellinger Hill Road. The property is currently farmed and has an existing organic composting and mulching operations under the existing Rural Preservation zoning. The property has approximately 5,000 linear feet (LF) and 2,400 LF of road frontages along Bellinger Hill Road and Bellinger Hill Run, respectively. A site survey is included as Appendix B.

The property encompasses approximately 223.7 acres which does not include any jurisdictional wetlands within the current project area (existing operations of Daly Organics). The property does not contain. The U.S. Army Corps of Engineers (USACE) wetland verification letter and survey are included in Appendix C. Preliminary soil data has been evaluated using available on site soil data and USDA soils information. On site soils are Williman loamy fine sand, Coosaw loamy fine sand, Seewee fine sand, and a Seabrook fine sand. The soils are expected to be acceptable to current operations as well as the future plans for expansion for Daly Organics. USDA soils data is included as Appendix D.

The land adjacent to the PDD is Rural Preservation and Residential zoning and existing uses consist mostly of farming, larger residential lots, and parcels that are currently undeveloped. An aerial overlay map of the PDD and surrounding area is included as Appendix E.

Based on a review of the USGS Jasper quadrangle map, site elevations range from approximately 15 - 18 feet above mean sea level on average. A portion of the USGS map is included as Appendix F. The site has gentle slopes ranging from 0-2%.

Based on a review of FEMA Maps, the site is within the 100-year flood plain. A portion of FEMA Map Panel Number 450112, dated September 29, 1986, is included as Appendix G.

B. PLANNED DEVELOPMENT DISTRICT (PDD) AND DEVELOPMENT AGREEMENT (DA) PROCESS

The PDD overlay zone was adopted by the Jasper County Council to permit and encourage the effective, efficient, and economical development of large tracts of land in Jasper County. The PDD application will be accompanied by a Development Agreement, the intent of which is to protect the rights and entitlements specified in the PDD for the property 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 PDD or in any way hinder, restrict, or prevent the development of the project. The Development Agreement 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. The Development Agreement is being made and entered between Owner and The Jasper County Council, under the terms of the Act, for the purpose of providing assurances to Owner that it may proceed without encountering future changes in law which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to Jasper County. The Owner as well as its successors, assigns, and future owners will adhere to the provisions of the PDD and Development Agreement for the duration that each remains in effect, unless one or both is modified or extended through mutual agreement with the Jasper County Council.

C. CONCEPT PLAN

The Daly Organics property is an approximately 223.7 acre tract of land located adjacent to Bellinger Hill Road in Jasper County, South Carolina. It is anticipated that the property will be developed over a period of several years as the existing

organic composting and mulching operations expand, in accordance with the Concept Plan as set forth in this document or amended in the future. The Concept Plan sets forth the general scope of the development including number of units, phasing, development standards, open space and other issues. In addition to the Concept Plan, development of the property is controlled by other provisions of the PDD and further guaranteed by the Development Agreement (DA) between the applicant and the Jasper County Council.

The Conceptual Master Plan is included in Appendix H.

The goal of the development is to produce a high quality, mixed use development. The tract of land provides an opportunity for a mix of land uses that will be developed over a period of time. The PDD designation is necessary to accommodate the mix of land uses and provide for the responsible planning and development of the property over time.

The Daly Organics Concept Plan, prepared by Hussey Gay Bell, shows a general access layout and a proposed mix-use Planned Development District showing areas designated for **Rural Preservation (current and existing zoning), General Commercial, and Industrial Development**. Proposed land uses in the Rural Preservation (current and existing zoning), General Commercial, and Industrial Development areas are detailed under Section 2 - Land Use Designation and Definitions.

The proposed uses will consist of the following acreages: Rural Preservation (166.2 acres), General Commercial (36.2 acres), and Industrial Development (three (3) areas at 6.1 acres, 6.8 acres and 8.4 acres). Appropriate buffers shall be provided between incompatible land uses. Buffer widths are described in Section II.D.5 of the PDD.

Development is planned to occur in accordance with the Development Schedule presented in Appendix I, which is preliminary and subject to change based on market conditions.

The proposed Concept Plan will maintain open space requirements as per Section II, D.4 of this document. The open space and amenities will be owned and maintained in the manner approved with appropriate covenants and restrictions by the developer, homeowner's association, or other legally designated entity. Property deeded to a governmental entity becomes the maintenance responsibility of that entity.

Activities along any external property lines of the PDD shall conform to the setback, buffer, screening as described in Section II.D.5 of the PDD. Height requirements shall conform to the latest adopted version of the Jasper County

Zoning Ordinance (ZO) and Land Development Regulations (LDR).

The Concept Plan and Development Agreement may constitute a request for a waiver from the current Jasper County ZO and LDR where differences occur. However, activities in the PDD shall conform to all other Jasper County Ordinances and Regulations where differences do not occur. The Concept Plan may introduce land uses that do not exist in the current Zoning Ordinance. Based on the PDD, Daly Organics does not request deviations from the ZO/LDR provisions.

General Requirement	Description of Proposal
N/A	N/A

The provisions of the Development Agreement and the Concept Plan shall apply to development in the Daly Organics PDD. In the event of a conflict, the hierarchy of documents is the following: 1) Development Agreement; 2) PDD and Concept Plan; 3) Jasper County ZO and LDR in effect at the time of Final Adoption of the Daly Organics PDD.

D. ENVIRONMENTAL PROTECTION

Environmental protection is a priority for the Applicant. As part of the development process, Bellinger Hill Properties, LLC developers (owners) will meet or exceed the stormwater management requirements of the Jasper County LDR/Stormwater Regulations and the South Carolina Department of Health’s Office of Ocean and Coastal Resource Management (OCRM).

Bellinger Hill Properties, LLC developers (owners) will prepare stormwater management plans for the tracts of land as they are developed. The plan will address the hydrological characteristics of the site as well as predevelopment conditions and post-development stormwater management facilities for flood control and sediment reduction.

Freshwater wetlands on the property are typical of the South Carolina Lowcountry. None of the area planned expansion to the Organic Composting and Mulching Operations is within jurisdictional wetlands. A plat indicating the freshwater wetlands on the property is included in Appendix C.

On-site wetland impacts resulting from the development of the Daly Organics PDD will be permitted jointly through the USACE and OCRM. All impact mitigation will be accomplished through a combination of buffers and preservation of jurisdictional wetlands located on the property and will meet or exceed state and/or federal standards.

E. CULTURAL AND HISTORICAL RESOURCES

As part of the comprehensive study of the property, a preliminary assessment of the cultural and historical resources on the site has not been prepared at this time. As part of Master Plan Approval and prior to final design, the South Carolina Department of Archives and History will be contacted by the Owner to request a review of the Department’s cultural resource inventory database. The Owner will follow the direction and procedures of the Department of Archives and History as appropriate and if necessary, will address all cultural resource issues with the State Historic Preservation Office. A final determination will be provided as part of Master Plan Approval.

F. WATER AND SEWER SERVICE

Water and sewer service to Daly Organics is private (well and septic). Detailed planning for the water and sewer systems will commence at the time of Development Agreement and PDD approval by Jasper County, if public service ever becomes available to the property.

G. UTILITY SERVICE

Daly Organics is currently served by Palmetto Electric for electrical power. The Owner will coordinate with Palmetto Electric regarding planning for the PDD as necessary.

Telecommunications and fiber are not currently available to serve Daly Organics.

Other utility services may be provided by legally established entities at the discretion of the Owner, provided such are in accordance with applicable franchising ordinances and licensing requirements of Jasper County.

H. ROADWAYS AND TRAFFIC

Daly Organics has approximately 5,000 linear feet (LF) and 2,400 LF of road frontages along Bellinger Hill Road and Bellinger Hill Run, respectively, with respect to access, construction, improvements and maintenance. Establishing safe and reasonable ingress and egress for the property is a priority for the Owner, South Carolina Department of Transportation (SCDOT), and Jasper County. Full access shall be defined as access which allows any and all possible vehicular traffic movements into and out of the development. Limited access shall be defined as access which limits the movement of traffic into and out of a development (i.e., right-in, right-out). Any proposed roadway improvements shall be subject to approval by Jasper County and, where appropriate, the SCDOT.

All new access points shall be accompanied by a traffic analysis that demonstrates consistency with the Jasper County and SCDOT Highway Management Access Plans and design criteria. These accesses may be relocated to accommodate traffic modeling information, site specific characteristics and adjacent land uses as part of the access management plan. Additional ingress and egress to the property from Bellinger Hill Road may result by sharing the existing full access points from the currently developed outparcels, or by sharing other limited or full access points with adjacent property owners.

Primary access to the interior of the development will be via the Bellinger Hill Road

as shown on the Conceptual Master Plan. Connectivity between the various development parcels and these access locations will be planned and incorporated into the site plans for the individual developments as they are submitted to Jasper County for review. Traffic circulation and access systems will be developed to maximize the public utility of full access points to Bellinger Hill Road and Bellinger Hill Run from Daly Organics and also from adjacent and opposite parcels, to the extent practical. Interconnectivity between different proposed uses within the PDD will be promoted in order to encourage efficient traffic flow within the PDD and minimize access locations onto Bellinger Hill Road and Bellinger Hill Run.

The Daly Organics PDD may have roads designed with funding as outlined in the Development Agreement. Roads indicated on the Conceptual Master Plan are subject to modification at the time of Development Plan approval based upon specific soil conditions, environmental concerns, physical constraints and design parameters.

The access point locations described above and shown on the Conceptual Master Plan are preliminary and may be relocated during Master Plan approval and final development plans. Planning, design and construction of these accesses as well as all roadways and transportation elements shall be in accordance with SCDOT standards, Jasper County Ordinances, traffic impact assessment, PDD standards, or other engineering standards reasonably acceptable to the County engineer. Typical roadway sections will be submitted for review at the Master Plan approval stage.

Potential access across the jurisdictional wetlands surrounding adjacent tracts may be allowed if approved by OCRM and the USACE. Road linkages to adjacent properties may include impacts to jurisdictional wetlands.

Notwithstanding other provisions of this document and subject to approval by Jasper County, roadway design standards may be modified to reduce environmental impacts and increase tree preservation provided safety concerns are not compromised. Protection and preservation of significant trees will be encouraged. Reductions of roadway and right-of-way widths may not occur unless specifically authorized by the County.

I. PARKING

The total number of required parking spaces for all land uses allowed herein shall conform to the Jasper County ZO and LDR in effect at the time of Final Adoption of the Daly Organics PDD. Modulation of those standards may be allowed provided the applicant furnishes actual documentation that the new proposed standard meets the parking needs of the proposed land use and the County agrees at Master Plan approval.

J. STORMWATER MANAGEMENT

Daly Organics PDD shall conform to the Jasper County ZO, LDR and Stormwater Management Ordinance in effect at the time of Master Plan approval for the Daly Organics PDD as well as all other applicable state and federal requirements. 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 within surrounding wetlands and the receiving waterways.

SECTION II – LAND USE

A. INTRODUCTION AND NARRATIVE

The Daly Organics PDD has a total area of 223.7 acres, which does not include any jurisdictional wetlands within the current project area (existing operations of Daly Organics), as indicated in the ‘Hardeeville Wetland Survey’.

The Concept Plan consists of the following land use areas:

Rural Preservation (RP – the current and existing zoning), General Commercial (GC), and Industrial Development (ID).

The developed acres are intended for types of non- residential uses, which are preliminary and subject to change based on market conditions. A portion of the existing Rural Preservation use will remain as indicated on the Concept Plan.

The land use areas indicated on the Concept Plan are not intended to be rigid exact boundary lines for future land use and improvements. The Concept Plan for the Daly Organics PDD shall maintain flexibility to accommodate specific soil conditions, environmental concerns, pedestrian friendly requirements, physical constraints, market conditions and design parameters and as such, the exact location of boundary lines between land uses and their subsequent location and size indicated within the planning area shall be subject to change at the time Development Permit Plan(s) are submitted for development; provided, however, that maximum densities and other conditions of this PDD and the Development agreement between the Owner and Jasper County, South Carolina, will be strictly adhered to, unless adjustment is requested by the Owner and approved by the County. The boundaries of the PDD may be modified to include adjacent acreage subject to the approval of Jasper County by appropriate petition/application to the County to amend the PDD and the Development Agreement.

B. ALLOWED LAND USES

The following land uses shall be permitted in the Daly Organics PDD. The purpose of this portion of the PDD document is to state which land uses shall be allowed within the Daly Organics PDD; however, by allowing these uses this does not obligate the developer to provide the uses or facilities stated herein.

The following land uses and definitions shall be permitted in the Daly Organics PDD:

Rural Preservation (RP): Current and existing zoning as permitted in Jasper County ZO and LDR.

General Commercial (GC): Existing Operations for Organic Composting / Mulching and Area for Expansion plus uses permitted in the Jasper County ZO and LDR.

Industrial Development (ID): Including future Bagging Plant plus uses permitted in the Jasper County ZO and LDR.

Apart from operations/construction offices, mobile homes shall not be an allowed land use.

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.

Design Regulations and Performance Standards will be established for each area at the time of the Master Plan approval. Unless otherwise agreed at Master Plan approval or in this PDD, the standard for uses and design criteria from the Jasper County ZO and LDR will apply.

C. ALLOWED DENSITY

Of the approximately size upland acres, the Concept Plan for the Daly Organics PDD consists of approximately 166.2 acres of Rural Preservation (current and existing zoning), approximately 36.2 acres of General Commercial, and approximately 21.3 acres (total of three (3) areas) of Industrial Development. The Concept Plan may be modified at Master Plan approval, taking into consideration the potential need to change the exact locations of the proposed use(s) in order to address traffic considerations and in response to market conditions.

Commercial acreage shall include the commercial uses of Existing Operations for Organic Composting / Mulching and Area for Expansion plus uses permitted in the Jasper County ZO and LDR), as well as other uses and shall have no cap placed on unit density (building square footage/acre), provided compliance with stormwater,

parking, buffering, landscaping and other site design requirements of the PDD and the Jasper County ZO and LDR are met. Hotel/Inn/Bed and Breakfast Properties, and assisted living, congregate care, and nursing home facilities shall not have a specified dwelling unit per acre maximum, provided compliance with stormwater, parking, buffering, landscaping and other site design requirements of the PDD and the Jasper County Ordinances and Regulations are met. All commercial development shall be subject to the provisions of the Jasper County ZO and LDR unless specifically exempted by this document. In addition to the Prohibited Uses specified in Section II(D)(5), trucking terminals will not be a permitted use in the commercial use areas.

D. DEFINITIONS OF LAND USE TERMS AND DENSITY TERMS

In the absence of a term definition in this Concept Plan or in the Daly Organics Development Agreement with Jasper County, the definitions of the Jasper County Zoning Ordinance shall apply in the interpretation of this Concept Plan.

However, the definitions below shall generally describe the allowed uses within the PDD.

1. Industrial Development

This designation allows for a multi-use Business Park to meet regional demands for Light Industrial, Office, Commercial Services and Wholesale/Retail Businesses. Permitted uses include:

- a. Establishments involved in light manufacturing, regional warehouses, distribution operations, back-office operations, commercial businesses, office space, office/warehouse operations, wholesale/retail businesses, commercial service businesses, research or experimental laboratories, public building, public utility facility, agricultural farm, horticultural nursery, off street commercial parking or storage area for customer, client, or employee-owned vehicles and call centers.
- b. Build-to-property lines subject to Master Plan Review by the Planning Commission will be allowed to reduce cost of utilities and create a more pedestrian friendly environment as long as fire protection between adjacent and party-walls is strictly adhered to and visual design standards are met.
- c. Light Industrial uses shall provide a minimum buffer in accordance with Section 12.8.1-12.8.9 of the LDR from adjacent non-compatible uses not separated by a road right of way, or wetland of an equal width (including wetland buffer).

- d. Excluded Uses: Public utility facilities, TV stations and transmission towers, commercial trade or vocational schools, water supply systems, sewer systems, wholesale of used motor vehicle parts, junkyards, retail trade of vehicles and parts, retail trade of home furnishings, electronics, gasoline stations, truck stops, fuel dealers, transportation (air, rail, truck, transit, scenic), motor vehicle towing, publishing industry, motion picture, banks, credit intermediation, incinerator, marinas, auto repair & maintenance, funeral home, cemeteries, crematories, laundry services, parking garages.

2. General Commercial

The general commercial designation allows for the development of concentrated commercial and office nodes located on primary vehicular routes to serve the Daly Organics PDD and surrounding area.

a. Permitted Uses:

- (1) Establishments engaged in selling goods or merchandise to the general public for personal or household consumption (e.g., regional malls, outlet centers, shopping centers, supermarkets, department stores, convenience stores, gas stations, automobile and boat dealerships, etc.) and rendering services incidental to the sale of such goods; establishments providing services or entertainment to the general public including but not limited to eating and drinking establishments, personal service and repair business and entertainment establishments (e.g. movie theatres, bowling alleys, etc.); medical and health facilities/office buildings and/or office for government, business professional or general purposes, unless specifically prohibited under Prohibited Uses below.
- (2) Assembly and Worship
- (3) Colleges and Professional Schools
- (4) Schools, Neighborhood (elementary and middle school)
- (5) Schools (community high school)
- (6) Daycare, commercial
- (7) Utilities
- (8) Public Services
- (9) Government Office
- (10) Commercial lodging (hotel and motel)
- (11) Commercial Retail
- (12) Office
- (13) Restaurant (including outdoor seating)
- (14) Service Businesses

- (15) Commercial Amusement (indoor)
 - (16) Christmas Tree Sales
 - (17) Roadside Stands (on designated areas only)
 - (18) Commercial Outdoor Sales (related to existing retail)
 - (19) Public Interest and Special Events (permitted, located, and scheduled ahead of time)
 - (20) Grocery
 - (21) Mini-warehouse facilities will be limited to a maximum height of 35 feet from finished grade.
- b. Sidewalk displays are permitted directly in front of an establishment, if at least five (5) feet of sidewalk is maintained for adequate and uncluttered pedestrian access.
 - c. Commercial uses shall provide a minimum buffer of twenty-five (25) feet from any adjacent residential use not separated by a road right of way, excluding TND uses.
 - d. Excluded Uses: Regional malls, shopping centers, supermarkets, department stores, convenience stores, gas stations, automotive and boat dealers, entertainment establishments (movie theaters, bowling, etc.), medical and health facilities, colleges and schools, hotel/motel, parking garages, laundry services, commercial amusement, nightclub and entertainment, go-cart racing, flea markets, junkyards or auto salvage yards, gambling facilities not authorized by law, sexually-oriented businesses.

Maximum building height shall meet the requirements of the Jasper County Ordinances and Regulations for group dwellings and multiple family dwellings.

3. Maintenance Areas

The maintenance areas will contain the facilities, tools and equipment necessary to maintain the common properties and golf courses within the Daly Organics PDD. These facilities may be congregated on a central site or located in separate convenient sites for different services such as general community maintenance, golf course maintenance, recreation area maintenance or individual property regime maintenance. Permitted uses include:

- a. Vehicle maintenance
- b. Storage of vehicles and parts, boats, recreational vehicles and resident storage
- c. Fuel storage
- d. Shops for woodwork, metalwork and painting.

- e. Greenhouses, plant propagation areas and holding yards
- f. Mulching facility and mulch storage.
- g. Storage of chemicals and bulk materials as permitted by law.
- h. Offices associated with community and maintenance.

4. Open Space

There shall be no requirement for additional open space for the Commercial portions of the development; however 10% of the overall Commercial uplands will remain pervious. Open space may be located in restricted access, gated communities and shall consist of the following:

- (1) Landscaped areas including manicured village greens
- (2) Forest, wildlife preserves/corridors, conservation areas and greenbelts
- (3) Community garden plots
- (4) Recreation areas including swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, gardens, public or private regulation or par three golf courses, etc.
- (5) Pedestrian/bicycle trails

5. Setbacks and Buffers

Setbacks and buffers required by the HCOD shall apply according to the LDR if and when necessary. All other buffers and setbacks shall be maintained as described below:

- a. Setbacks and buffer standards within the Daly Organics PDD shall include:
 - (1) There shall be no minimum setbacks applied to the Concept Plan other than those described in the HCOD where necessary, those required by Fire Code, and those described elsewhere in this document.
 - (2) Buffers between non-compatible land uses shall comply with Section 12.8.1-12.8.9 of the LDR. The required buffers shall be a total width and can be met by sharing a buffer across a property line.
 - (3) At jurisdictional wetlands or recorded conservation easements the setbacks and buffers shall be as determined by the state and federal agencies having jurisdiction over the wetlands. The project shall also comply with Section 7.4 of the LDR with regards to riparian buffering. The project shall have the right to buffer average in accordance with USACE and OCRM standards.

- (4) A 10-foot setback shall be required for all drainage systems and retention ponds within the development.
- b. Perimeter setbacks and buffers at adjacent property boundaries of Daly Organics shall comply with Section 8.1.6 of the LDR. Stormwater features related to the outfall from a detention, retention or filtration system shall be allowed within the perimeter setbacks and buffers. Only temporary flood control and soil erosion control devices shall be permitted in the perimeter setback and buffer areas during construction. These devices shall be immediately removed upon stabilization of these areas.

6. Signage Control

Signage for the Daly Organics PDD shall be governed by the Jasper County ZO and LDR in effect at the time of the submission of final development plans or as herein contained.

7. 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 Agreement (MOA) to the contrary, the following are permitted uses:

- a. Buffers
- b. Conservation areas
- c. Activities in all wetland areas as permitted by the USACE and OCRM
- d. Disposal of reclaimed water as permitted by SCDHEC
- e. Stormwater management and recreational lakes
- f. Boardwalks, trails, bridges and other permitted structures
- g. Game Management

8. Utilities

This designation allows for utility service to serve the planned tracts of the Daly Organics PDD. Utility types and facilities not germane to the development will be subject to review by the Planning Commission as part of the Master Plan review process. The following land uses shall be allowed:

- 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:

- a. Arterial streets and primary access roads
- b. Water supply
- c. Wastewater treatment and effluent disposal
- d. Power substations
- e. Central telephone facilities
- f. Stormwater management lagoons
- g. Natural gas supply

In the case of this Concept Plan, the community-wide infrastructure may serve more than one planning tract. Infrastructure serving the community (on-site and off-site) will be approved as part of the Master Plan approval process. Infrastructure projects must receive a Jasper County Development Permit prior to construction.

APPENDIX A

SITE LOCATION MAP

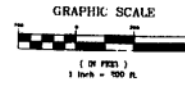


VICINITY MAP

APPENDIX B

RECORDED PLAT

THIS SURVEY AND ALL INSTRUMENTS HERETOFORE FILED WITH IT ARE THE PROPERTY OF THOMAS & HUTTON ENGINEERING CO. REPRODUCING OR TRANSMITTING IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THOMAS & HUTTON ENGINEERING CO. IS NOT PERMITTED.



$\Delta = 1350.55'$
 $P = 216.892'$
 $L = 524.23'$
 $Chd = 522.98'$
 $Chd Brg = N 63^{\circ}34'41'' W$

$\Delta = 1248.36'$
 $R = 2018.74'$
 $L = 451.35'$
 $Chd = 450.41'$
 $Chd Brg = N 00^{\circ}03'31'' W$

(Known as Bellinger Hill Rd.)
S.C. Hwy 92
66' R/W

N/F
Hargray Telephone Company

N/F
Palmetto Electric Cooperative, Inc.
 Dead Book 96, Page 2418

N/
Delta Plantation Corporation

There is an unrecorded "bank" type easement to South Carolina Electric and Gas Company recorded at Deed Book 93, Page 267 that may affect this property.

Notes:
 1. According to the Flood Insurance Rate Map, as prepared by the Federal Emergency Management Agency, a portion of this property lies in a flood hazard area (Community Panel No. 45011, October 16, 1982, Zone A-Base Flood). The flood hazard area lines as shown on this map are graphically from said map and have not been verified in the field.
 2. The field data upon which this plat is based has a closure precision of 1 foot in 67,635 feet, an angular error of 0.2" per point, and was adjusted for closure, and has been found to have a closure precision of 1 foot in 20,000 feet or better.
 3. A Spheroidal Datum Adjustment Instrument is used to determine the angular and linear misclosure of this plat.
 4. The bearings shown on this plat are magnetic, and are based on a dip of record (see reference no. 1).

JASPER COUNTY PLANNING COMMISSION
"FINAL PLAT"
APPROVED FOR RECORDING

DATE: *1/2/93*
 SIGNED: *[Signature]*

Legend	
P/C	Part of Community
P/B	Part of Bounding
DB Pg	Deed Book/Page
"B Pg	High Book/Page
MS Pg	Map Sheet/Sheet/Pair
SMD Pg	Subdivision Map Book
CMP	Concrete Monument Found
CMS	1"x1/2"x4" Concrete Monument Found
OTF	Open Top Pipe Found
OTR	Open Top Pipe Found
OTL	Overhead Lines
PK	Property Identification Number
UP	Use of Farming
(F)	Field Measured Dimension
(R)	Record Dimension
R/W	Right of Way
	Boundary Line
—	Easement Line
—	Water Pipe/Utility Pipe
—	Telephone Pipeline
—	Curved Label
—	Label to Later
—	Label to Scale
—	Point B (by Area)
—	1.4" x 2.4" Label Set
—	Just Neighb. Line

- References:
- Survey of 1048.28 Acres of Land Owned by Union Camp Corp., prepared for Union Camp Corp. by M.J. Gardner under the direction of Neil Lamar Anderson, South Carolina R.L.S. No. 4412, dated September 30, 1987.
 - Corner Lot of Lands of Allen Paulson, prepared for Allen Paulson by Thomas & Hutton Engineering Co., dated 6/25/90.
 - Palmetto Electric Corporation, Lands of Allen Paulson, prepared for Palmetto Electric Corporation, by Thomas & Hutton Engineering Co., dated 6/25/90.

217.029 Acres Non-Easement
 6.667 Acres in Easement
223.696 Acres Total

Boundary Survey of a 223.696 Acre
 Portion of the Lands of Delta Plantation Corporation
 Being a Portion of the Union Camp Corp.
 Pierpont Tract
 Situated in Jasper County, South Carolina

Prepared For:
James A. Daly & Lake Walker Daly
 Date: *January 2, 1993*

THOMAS & HUTTON
 ENGINEERING CO.



700 BOY LARSON SAVANNAH, GEORGIA 31401
 2 MOULTON PLACE PROFESSIONAL BLDG. (912) 365-3000

APPENDIX C

FRESHWATER WETLANDS DELINEATION

GREENTREE LAND MANAGEMENT

February 28, 2022

SCDHEC Solid Waste Permitting and Monitoring

Attn: Summer Justice

2600 Bull Street

Columbia, SC 29201

Re: Permit #: COM-00243
Daly Organics
1465 Belliger Hill Road
Parcel ID No. 038-00-08-044

Dear Ms. Justice:

This letter is in reference to the January 28th, 2021 comment letter to Daly Organics per the proposed composting permit COM – 00243 located at 1465 Belliger Hill Road in Hardeeville, SC. As part of this comment letter, SCDHEC requested a wetland survey be completed. On February 15, 2022, I conducted a wetland delineation of the Daly Organics site and found no wetlands within the identified project area. The area had high chroma soils, no hydrology or evidence of past hydrology in the soils. The vegetation had been removed however; the adjacent undisturbed area was used as a reference site. Based on the USACE's 1987 guidance on wetland delineation and the Rapanos decision, no wetland areas were identified within the project area. USACE data sheets and corresponding maps are attached for your review.




Sincerely,

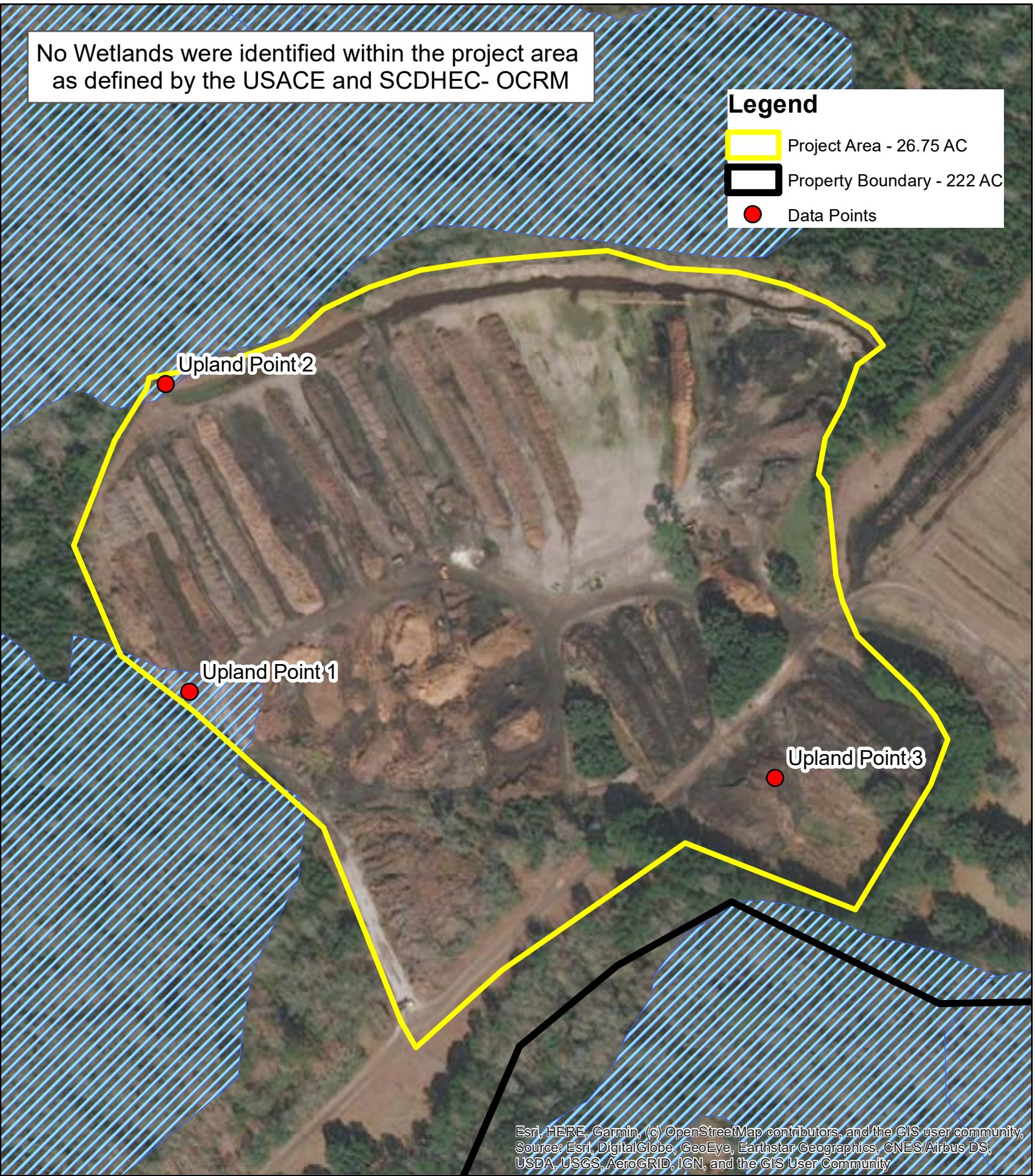
A handwritten signature in black ink, appearing to read 'RS', with a long horizontal line extending to the right.

Robert Strange
Greentree Land Management
SCRF # 1931

No Wetlands were identified within the project area as defined by the USACE and SCDHEC- OCRM

Legend

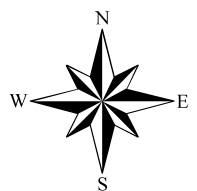
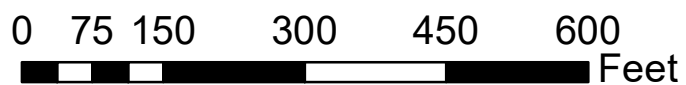
-  Project Area - 26.75 AC
-  Property Boundary - 222 AC
-  Data Points



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community




Greentree Land Management, LLC.
105 Wappoo Creek Drive, STE 4A
Charleston, SC 29412
(843) 830-5375

Bellinger Debris Yard Jasper County



No Wetlands were identified within the project area as defined by the USACE and SCDHEC- OCRM

Legend

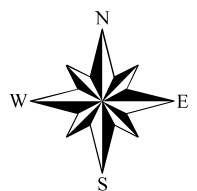
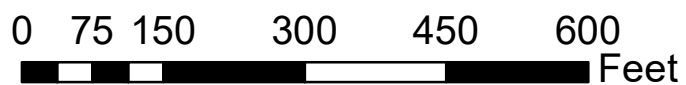
-  Project Area - 26.75 AC
-  Property Boundary - 222 AC
-  Data Points



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Greentree Land Management, LLC.
105 Wappoo Creek Drive, STE 4A
Charleston, SC 29412
(843) 830-5375

Bellinger Debris Yard
Jasper County



WETLAND DETERMINATION DATA FORM – Atlantic and Gulf Coastal Plain Region

Project/Site: Bellinger Debris Site City/County: Hardeeville Sampling Date: 2/15/22
 Applicant/Owner: Daly Organics State: SC Sampling Point: DP 1 UP
 Investigator(s): Robert Strange Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): Flat Local relief (concave, convex, none): None Slope (%): 0
 Subregion (LRR or MLRA): LRR T Lat: 32° 9' 49.933" N Long: 81° 1' 24.097" W Datum: NAD 83
 Soil Map Unit Name: Williman Loamy Sand NWI classification: U42

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation Soil or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation Soil or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soil Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Wetland Hydrology Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Remarks: DP 1 UP is not a wetland due to lack of all 3 wetland parameters. At the time of sampling, weather was in the 60s with 0.2" of rainfall in the last 48 hours. Vegetation has been cleared from the site.			

HYDROLOGY

Wetland Hydrology Indicators: Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Drift Deposits (B3) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> Marl Deposits (B15) (LRR U) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Moss Trim Lines (B16) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> Shallow Aquitard (D3) <input type="checkbox"/> FAC-Neutral Test (D5) <input type="checkbox"/> Sphagnum moss (D6) (LRR T, U)
Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? (includes capillary fringe) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____		Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:		
Remarks: Wetland Hydrology not present due to lack of indicators.		

VEGETATION (Five Strata) – Use scientific names of plants.

Sampling Point: DP 1 UP

	Absolute % Cover	Dominant Species?	Indicator Status	
<u>Tree Stratum</u> (Plot size: _____)				
1.				
2.				
3.				
4.				
5.				
6.				
				_____ = Total Cover
50% of total cover: _____				20% of total cover: _____
<u>Sapling Stratum</u> (Plot size: _____)				
1.				
2.				
3.				
4.				
5.				
6.				
				_____ = Total Cover
50% of total cover: _____				20% of total cover: _____
<u>Shrub Stratum</u> (Plot size: _____)				
1.				
2.				
3.				
4.				
5.				
6.				
				_____ = Total Cover
50% of total cover: _____				20% of total cover: _____
<u>Herb Stratum</u> (Plot size: _____)				
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
				_____ = Total Cover
50% of total cover: _____				20% of total cover: _____
<u>Woody Vine Stratum</u> (Plot size: _____)				
1.				
2.				
3.				
4.				
5.				
				_____ = Total Cover
50% of total cover: _____				20% of total cover: _____
Dominance Test worksheet:				
Number of Dominant Species That Are OBL, FACW, or FAC:				0 (A)
Total Number of Dominant Species Across All Strata:				0 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC:				0 (A/B)
Prevalence Index worksheet:				
Total % Cover of:		Multiply by:		
OBL species	_____	x 1 =	_____	
FACW species	_____	x 2 =	_____	
FAC species	_____	x 3 =	_____	
FACU species	_____	x 4 =	_____	
UPL species	_____	x 5 =	_____	
Column Totals:	_____ (A)	_____ (B)		
Prevalence Index = B/A = _____				
Hydrophytic Vegetation Indicators:				
<input type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation				
<input type="checkbox"/> 2 - Dominance Test is >50%				
<input type="checkbox"/> 3 - Prevalence Index is ≤3.0 ¹				
<input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain)				
¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.				
Definitions of Five Vegetation Strata:				
Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH).				
Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH.				
Shrub – Woody plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height.				
Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants, except woody vines, less than approximately 3 ft (1 m) in height.				
Woody vine – All woody vines, regardless of height.				
Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Remarks: (If observed, list morphological adaptations below). All vegetation has been removed from the site.				

SOIL

Sampling Point: DP 1 UP

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-4	10YR 2/2	100					SL	
4-8	10YR 4/4	100					SL	
8-20+	10YR 6/4	100					SL	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- Organic Bodies (A6) (LRR P, T, U)
- 5 cm Mucky Mineral (A7) (LRR P, T, U)
- Muck Presence (A8) (LRR U)
- 1 cm Muck (A9) (LRR P, T)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Coast Prairie Redox (A16) (MLRA 150A)
- Sandy Mucky Mineral (S1) (LRR O, S)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7) (LRR P, S, T, U)

- Polyvalue Below Surface (S8) (LRR S, T, U)
- Thin Dark Surface (S9) (LRR S, T, U)
- Loamy Mucky Mineral (F1) (LRR O)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)
- Marl (F10) (LRR U)
- Depleted Ochric (F11) (MLRA 151)
- Iron-Manganese Masses (F12) (LRR O, P, T)
- Umbric Surface (F13) (LRR P, T, U)
- Delta Ochric (F17) (MLRA 151)
- Reduced Vertic (F18) (MLRA 150A, 150B)
- Piedmont Floodplain Soils (F19) (MLRA 149A)
- Anomalous Bright Loamy Soils (F20) (MLRA 149A, 153C, 153D)

Indicators for Problematic Hydric Soils³:

- 1 cm Muck (A9) (LRR O)
- 2 cm Muck (A10) (LRR S)
- Reduced Vertic (F18) (outside MLRA 150A,B)
- Piedmont Floodplain Soils (F19) (LRR P, S, T)
- Anomalous Bright Loamy Soils (F20) (MLRA 153B)
- Red Parent Material (TF2)
- Very Shallow Dark Surface (TF12)
- Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric Soil Present? Yes No

Remarks: Due to lack of indicators and presence of high chroma soil, hydric soil is not present.

WETLAND DETERMINATION DATA FORM – Atlantic and Gulf Coastal Plain Region

Project/Site: Bellinger Debris Site City/County: Hardeeville Sampling Date: 2/15/22
 Applicant/Owner: Daly Organics State: SC Sampling Point: DP 2 UP
 Investigator(s): Robert Strange Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): Flat Local relief (concave, convex, none): None Slope (%): 0
 Subregion (LRR or MLRA): LRR T Lat: 32° 9' 54.921" N Long: 81° 1' 24.550" W Datum: NAD 83
 Soil Map Unit Name: Williman Loamy Sand NWI classification: U42

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation Soil or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation Soil or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soil Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Wetland Hydrology Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Remarks: DP 2 UP is not a wetland due to lack of all 3 wetland parameters. At the time of sampling, weather was in the 60s with 0.2" of rainfall in the last 48 hours. Vegetation has been cleared from the site.			

HYDROLOGY

<p>Wetland Hydrology Indicators:</p> <p><u>Primary Indicators (minimum of one is required; check all that apply)</u></p> <input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Marl Deposits (B15) (LRR U) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Drift Deposits (B3) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Other (Explain in Remarks) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Water-Stained Leaves (B9)	<p><u>Secondary Indicators (minimum of two required)</u></p> <input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Moss Trim Lines (B16) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> Shallow Aquitard (D3) <input type="checkbox"/> FAC-Neutral Test (D5) <input type="checkbox"/> Sphagnum moss (D6) (LRR T, U)
<p>Field Observations:</p> Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? (includes capillary fringe) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____	Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks: Wetland Hydrology not present due to lack of indicators.	

VEGETATION (Five Strata) – Use scientific names of plants.

Sampling Point: DP 2 UP

	Absolute % Cover	Dominant Species?	Indicator Status	
Tree Stratum (Plot size: _____)				
1.				
2.				
3.				
4.				
5.				
6.				
				_____ = Total Cover
				50% of total cover: _____ 20% of total cover: _____
Sapling Stratum (Plot size: _____)				
1.				
2.				
3.				
4.				
5.				
6.				
				_____ = Total Cover
				50% of total cover: _____ 20% of total cover: _____
Shrub Stratum (Plot size: _____)				
1.				
2.				
3.				
4.				
5.				
6.				
				_____ = Total Cover
				50% of total cover: _____ 20% of total cover: _____
Herb Stratum (Plot size: _____)				
1.				
2.				
3.				
4.				
5.				
6.				
				_____ = Total Cover
				50% of total cover: _____ 20% of total cover: _____
Woody Vine Stratum (Plot size: _____)				
1.				
2.				
3.				
4.				
5.				
				_____ = Total Cover
				50% of total cover: _____ 20% of total cover: _____
Dominance Test worksheet:				
Number of Dominant Species That Are OBL, FACW, or FAC:				0 (A)
Total Number of Dominant Species Across All Strata:				0 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC:				0 (A/B)
Prevalence Index worksheet:				
Total % Cover of:		Multiply by:		
OBL species	_____	x 1 =	_____	
FACW species	_____	x 2 =	_____	
FAC species	_____	x 3 =	_____	
FACU species	_____	x 4 =	_____	
UPL species	_____	x 5 =	_____	
Column Totals:	_____ (A)	_____ (B)		
Prevalence Index = B/A = _____				
Hydrophytic Vegetation Indicators:				
<input type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation				
<input type="checkbox"/> 2 - Dominance Test is >50%				
<input type="checkbox"/> 3 - Prevalence Index is $\leq 3.0^1$				
<input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain)				
¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.				
Definitions of Five Vegetation Strata:				
Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH).				
Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH.				
Shrub – Woody plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height.				
Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, <u>and</u> woody plants, except woody vines, less than approximately 3 ft (1 m) in height.				
Woody vine – All woody vines, regardless of height.				
Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Remarks: (If observed, list morphological adaptations below). All vegetation has been removed from the site.				

SOIL

Sampling Point: DP 2 UP

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-2	10YR 2/2	100					SL	Uncoated sand grains
2-5	10YR 5/4	100					SL	
5-20+	10YR 6/6	100					SL	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

Indicators for Problematic Hydric Soils²:

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- Organic Bodies (A6) (LRR P, T, U)
- 5 cm Mucky Mineral (A7) (LRR P, T, U)
- Muck Presence (A8) (LRR U)
- 1 cm Muck (A9) (LRR P, T)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Coast Prairie Redox (A16) (MLRA 150A)
- Sandy Mucky Mineral (S1) (LRR O, S)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7) (LRR P, S, T, U)

- Polyvalue Below Surface (S8) (LRR S, T, U)
- Thin Dark Surface (S9) (LRR S, T, U)
- Loamy Mucky Mineral (F1) (LRR O)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)
- Marl (F10) (LRR U)
- Depleted Ochric (F11) (MLRA 151)
- Iron-Manganese Masses (F12) (LRR O, P, T)
- Umbric Surface (F13) (LRR P, T, U)
- Delta Ochric (F17) (MLRA 151)
- Reduced Vertic (F18) (MLRA 150A, 150B)
- Piedmont Floodplain Soils (F19) (MLRA 149A)
- Anomalous Bright Loamy Soils (F20) (MLRA 149A, 153C, 153D)

- 1 cm Muck (A9) (LRR O)
- 2 cm Muck (A10) (LRR S)
- Reduced Vertic (F18) (outside MLRA 150A, B)
- Piedmont Floodplain Soils (F19) (LRR P, S, T)
- Anomalous Bright Loamy Soils (F20) (MLRA 153B)
- Red Parent Material (TF2)
- Very Shallow Dark Surface (TF12)
- Other (Explain in Remarks)

²Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric Soil Present? Yes No

Remarks: Due to lack of indicators and presence of high chroma soil, hydric soil is not present.

WETLAND DETERMINATION DATA FORM – Atlantic and Gulf Coastal Plain Region

Project/Site: Bellinger Debris Site City/County: Hardeeville Sampling Date: 2/15/22
 Applicant/Owner: Daly Organics State: SC Sampling Point: DP 3 UP
 Investigator(s): Robert Strange Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): Flat Local relief (concave, convex, none): None Slope (%): 0
 Subregion (LRR or MLRA): LRR T Lat: 32° 9' 48.540" N Long: 81° 1' 12.943" W Datum: NAD 83
 Soil Map Unit Name: Coosaw NWI classification: U42

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation Soil or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation Soil or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soil Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Wetland Hydrology Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Remarks: DP 3 UP is not a wetland due to lack of all 3 wetland parameters. At the time of sampling, weather was in the 60s with 0.2" of rainfall in the last 48 hours. Vegetation has been cleared from the site.			

HYDROLOGY

<p>Wetland Hydrology Indicators:</p> <p>Primary Indicators (minimum of one is required; check all that apply)</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Surface Water (A1)</td> <td><input type="checkbox"/> Aquatic Fauna (B13)</td> </tr> <tr> <td><input type="checkbox"/> High Water Table (A2)</td> <td><input type="checkbox"/> Marl Deposits (B15) (LRR U)</td> </tr> <tr> <td><input type="checkbox"/> Saturation (A3)</td> <td><input type="checkbox"/> Hydrogen Sulfide Odor (C1)</td> </tr> <tr> <td><input type="checkbox"/> Water Marks (B1)</td> <td><input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)</td> </tr> <tr> <td><input type="checkbox"/> Sediment Deposits (B2)</td> <td><input type="checkbox"/> Presence of Reduced Iron (C4)</td> </tr> <tr> <td><input type="checkbox"/> Drift Deposits (B3)</td> <td><input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)</td> </tr> <tr> <td><input type="checkbox"/> Algal Mat or Crust (B4)</td> <td><input type="checkbox"/> Thin Muck Surface (C7)</td> </tr> <tr> <td><input type="checkbox"/> Iron Deposits (B5)</td> <td><input type="checkbox"/> Other (Explain in Remarks)</td> </tr> <tr> <td><input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Water-Stained Leaves (B9)</td> <td></td> </tr> </table>	<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Marl Deposits (B15) (LRR U)	<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)	<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		<input type="checkbox"/> Water-Stained Leaves (B9)		<p>Secondary Indicators (minimum of two required)</p> <table style="width:100%;"> <tr><td><input type="checkbox"/> Surface Soil Cracks (B6)</td></tr> <tr><td><input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)</td></tr> <tr><td><input type="checkbox"/> Drainage Patterns (B10)</td></tr> <tr><td><input type="checkbox"/> Moss Trim Lines (B18)</td></tr> <tr><td><input type="checkbox"/> Dry-Season Water Table (C2)</td></tr> <tr><td><input type="checkbox"/> Crayfish Burrows (C8)</td></tr> <tr><td><input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)</td></tr> <tr><td><input type="checkbox"/> Geomorphic Position (D2)</td></tr> <tr><td><input type="checkbox"/> Shallow Aquitard (D3)</td></tr> <tr><td><input type="checkbox"/> FAC-Neutral Test (D5)</td></tr> <tr><td><input type="checkbox"/> Sphagnum moss (D8) (LRR T, U)</td></tr> </table>	<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Drainage Patterns (B10)	<input type="checkbox"/> Moss Trim Lines (B18)	<input type="checkbox"/> Dry-Season Water Table (C2)	<input type="checkbox"/> Crayfish Burrows (C8)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	<input type="checkbox"/> Geomorphic Position (D2)	<input type="checkbox"/> Shallow Aquitard (D3)	<input type="checkbox"/> FAC-Neutral Test (D5)	<input type="checkbox"/> Sphagnum moss (D8) (LRR T, U)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Aquatic Fauna (B13)																															
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Marl Deposits (B15) (LRR U)																															
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)																															
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<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Presence of Reduced Iron (C4)																															
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<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Thin Muck Surface (C7)																															
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Other (Explain in Remarks)																															
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<p>Field Observations:</p> <table style="width:100%;"> <tr> <td>Surface Water Present?</td> <td>Yes <input type="checkbox"/></td> <td>No <input checked="" type="checkbox"/></td> <td>Depth (inches): _____</td> </tr> <tr> <td>Water Table Present?</td> <td>Yes <input type="checkbox"/></td> <td>No <input checked="" type="checkbox"/></td> <td>Depth (inches): _____</td> </tr> <tr> <td>Saturation Present? (includes capillary fringe)</td> <td>Yes <input type="checkbox"/></td> <td>No <input checked="" type="checkbox"/></td> <td>Depth (inches): _____</td> </tr> </table>	Surface Water Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Depth (inches): _____	Water Table Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Depth (inches): _____	Saturation Present? (includes capillary fringe)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Depth (inches): _____	<p>Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>																			
Surface Water Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Depth (inches): _____																													
Water Table Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Depth (inches): _____																													
Saturation Present? (includes capillary fringe)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Depth (inches): _____																													
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:																																
Remarks: Wetland Hydrology not present due to lack of indicators.																																

VEGETATION (Five Strata) – Use scientific names of plants.

Sampling Point: DP 3 UP

<u>Tree Stratum</u> (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. _____	_____	_____	_____	Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A)
2. _____	_____	_____	_____	Total Number of Dominant Species Across All Strata: <u>0</u> (B)
3. _____	_____	_____	_____	Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A/B)
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
_____ = Total Cover				
50% of total cover: _____ 20% of total cover: _____				
<u>Sapling Stratum</u> (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Prevalence Index worksheet:
1. _____	_____	_____	_____	Total % Cover of: _____ Multiply by: _____
2. _____	_____	_____	_____	OBL species _____ x 1 = _____
3. _____	_____	_____	_____	FACW species _____ x 2 = _____
4. _____	_____	_____	_____	FAC species _____ x 3 = _____
5. _____	_____	_____	_____	FACU species _____ x 4 = _____
6. _____	_____	_____	_____	UPL species _____ x 5 = _____
_____ = Total Cover				Column Totals: _____ (A) _____ (B)
50% of total cover: _____ 20% of total cover: _____				Prevalence Index = B/A = _____
<u>Shrub Stratum</u> (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Indicators:
1. _____	_____	_____	_____	<input type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation
2. _____	_____	_____	_____	<input type="checkbox"/> 2 - Dominance Test is >50%
3. _____	_____	_____	_____	<input type="checkbox"/> 3 - Prevalence Index is $\leq 3.0^1$
4. _____	_____	_____	_____	<input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain)
5. _____	_____	_____	_____	¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
6. _____	_____	_____	_____	Definitions of Five Vegetation Strata:
_____ = Total Cover				Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH).
50% of total cover: _____ 20% of total cover: _____				Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH.
<u>Herb Stratum</u> (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	
1. _____	_____	_____	_____	Shrub – Woody plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height.
2. _____	_____	_____	_____	Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants, except woody vines, less than approximately 3 ft (1 m) in height.
3. _____	_____	_____	_____	Woody vine – All woody vines, regardless of height.
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
_____ = Total Cover				
50% of total cover: _____ 20% of total cover: _____				
<u>Woody Vine Stratum</u> (Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Present?
1. _____	_____	_____	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
_____ = Total Cover				
50% of total cover: _____ 20% of total cover: _____				
Remarks: (If observed, list morphological adaptations below) All vegetation has been removed from the site.				

SOIL

Sampling Point: DP 3 UP

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-5	10YR 2/1	100					SL	
5-9	10YR 4/3	100					SL	
9-20+	10YR 6/4	100					SL	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Polyvalue Below Surface (S8) (LRR S, T, U)	<input type="checkbox"/> 1 cm Muck (A9) (LRR O)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Thin Dark Surface (S9) (LRR S, T, U)	<input type="checkbox"/> 2 cm Muck (A10) (LRR S)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (LRR O)	<input type="checkbox"/> Reduced Vertic (F18) (outside MLRA 150A,B)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Piedmont Floodplain Soils (F19) (LRR P, S, T)
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Depleted Matrix (F3)	<input type="checkbox"/> Anomalous Bright Loamy Soils (F20) (MLRA 153B)
<input type="checkbox"/> Organic Bodies (A6) (LRR P, T, U)	<input type="checkbox"/> Redox Dark Surface (F6)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> 5 cm Mucky Mineral (A7) (LRR P, T, U)	<input type="checkbox"/> Depleted Dark Surface (F7)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Muck Presence (A8) (LRR U)	<input type="checkbox"/> Redox Depressions (F8)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 1 cm Muck (A9) (LRR P, T)	<input type="checkbox"/> Marl (F10) (LRR U)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Ochric (F11) (MLRA 151)	
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Iron-Manganese Masses (F12) (LRR O, P, T)	
<input type="checkbox"/> Coast Prairie Redox (A16) (MLRA 150A)	<input type="checkbox"/> Umbric Surface (F13) (LRR P, T, U)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> Sandy Mucky Mineral (S1) (LRR O, S)	<input type="checkbox"/> Delta Ochric (F17) (MLRA 151)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Reduced Vertic (F18) (MLRA 150A, 150B)	
<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Piedmont Floodplain Soils (F19) (MLRA 149A)	
<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Anomalous Bright Loamy Soils (F20) (MLRA 149A, 153C, 153D)	
<input type="checkbox"/> Dark Surface (S7) (LRR P, S, T, U)		

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

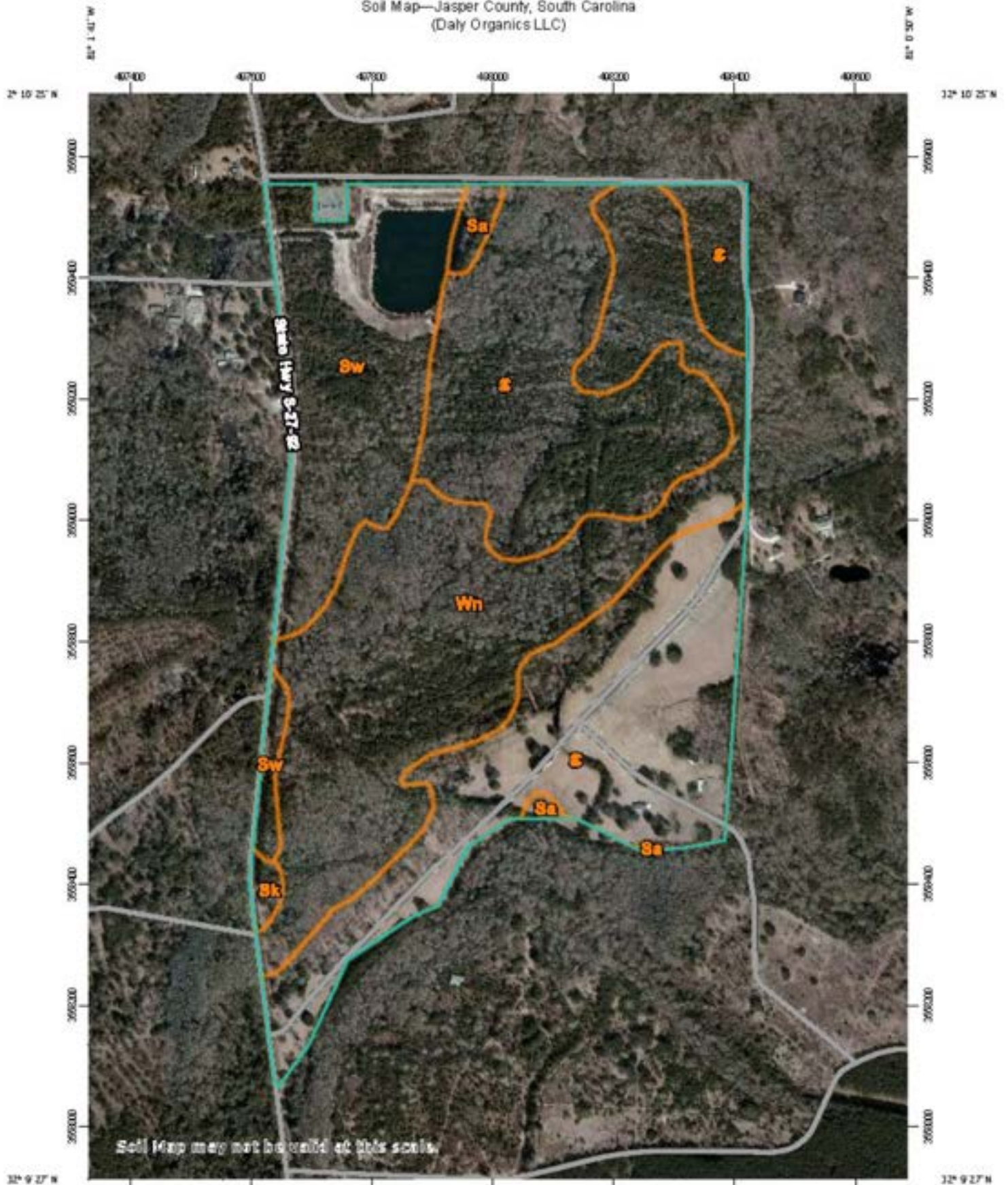
Hydric Soil Present? Yes No

Remarks: Due to lack of indicators and presence of high chroma soil, hydric soil is not present.

APPENDIX D

USDA SOILS DATA

Soil Map—Jasper County, South Carolina
(Daly Organics LLC)



Map Scale: 1:8,700 if printed on a portrait (8.5" x 11") sheet.

0 100 200 400 600 Meters

0 400 800 1600 2400 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge/box: UTM Zone 17N WGS84

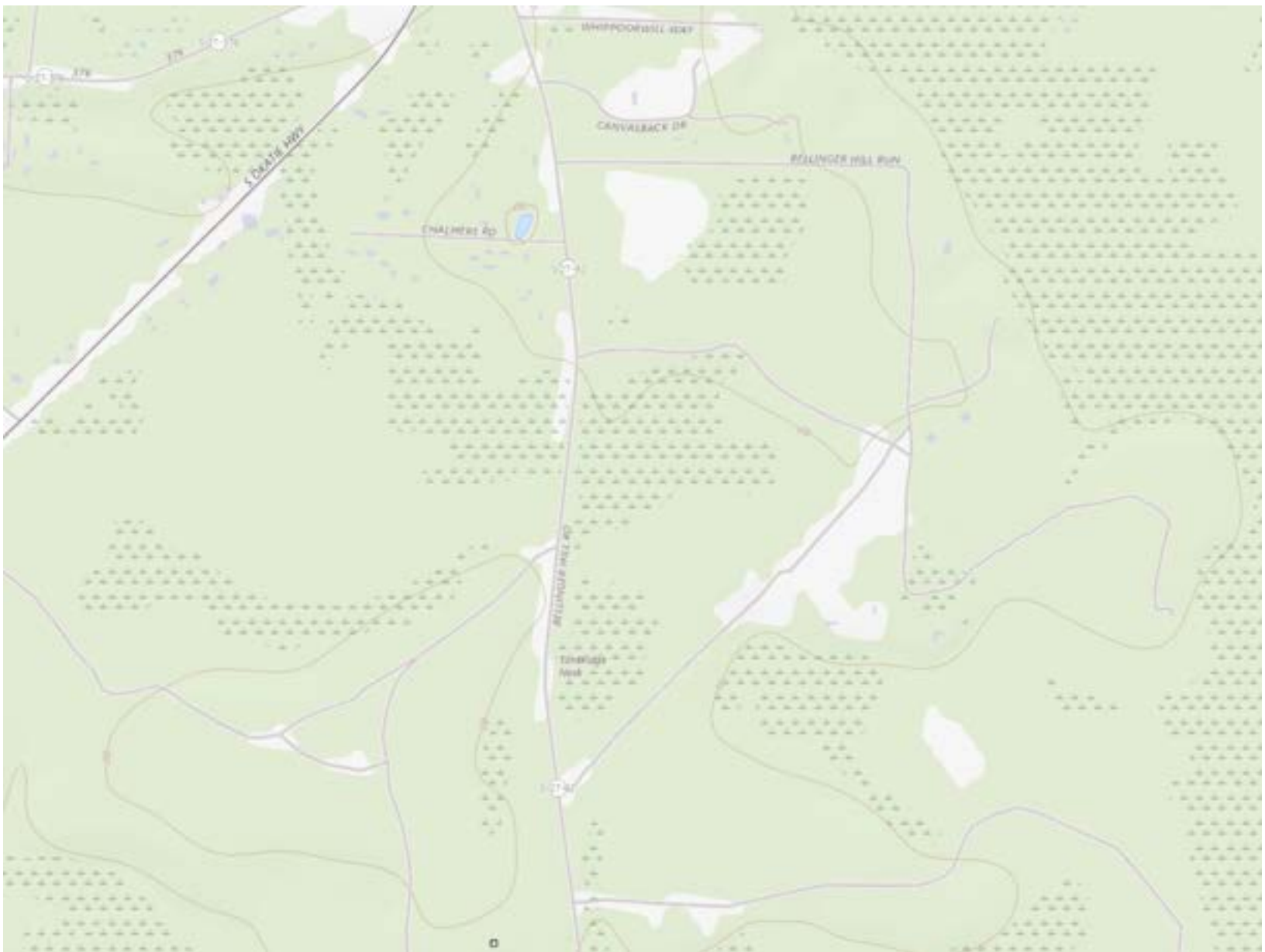
APPENDIX E

AERIAL SITE MAP



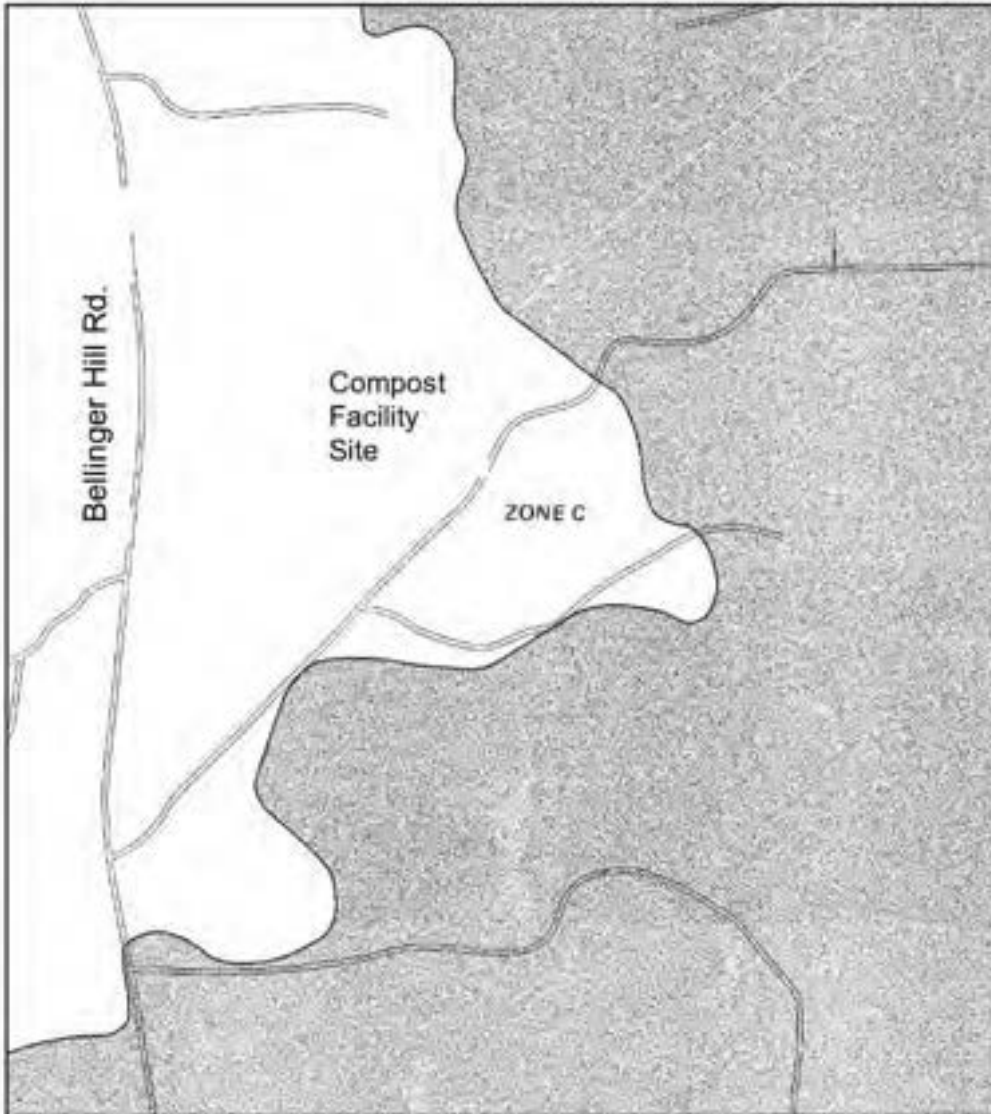
APPENDIX F

USGS QUADRANGLE MAP



APPENDIX G

FEMA MAP



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

JASPER COUNTY,
SOUTH CAROLINA
(UNINCORPORATED AREAS)

PANEL 230 OF 260
SEE MAP INDEX FOR PANELS NOT SHOWN

COMMUNITY-PANEL NUMBER
450112 0230 B

EFFECTIVE DATE:
SEPTEMBER 29, 1986

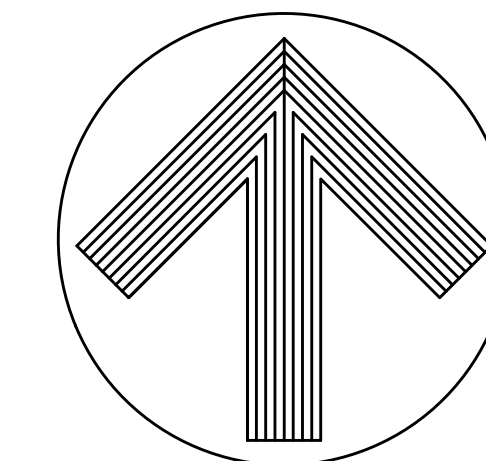


Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRM On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program Rate maps, visit the FEMA Flood Map Store at www.mms.fema.gov

APPENDIX H

CONCEPT PLAN



SITE HIGHLIGHTS:

DALY ORGANICS
TOTAL AREA = 223.7 ACRES
1465 BELLINGER HILL ROAD
PARCEL NO. 078-00-08-044

ZONING
PLANNED DEVELOPMENT DISTRICT (PDD)

LEGEND

- EXISTING RURAL PRESERVATION (RP)
- PROPOSED GENERAL COMMERCIAL ZONING (GC)
- PROPOSED INDUSTRIAL DEVELOPMENT (ID)

*GENERAL COMMERCIAL WILL BE IN COMPLIANCE WITH SCDHEC FOR EXPANSION AND PURSUIT OF A SOLID WASTE CLASS II FACILITY PERMIT.



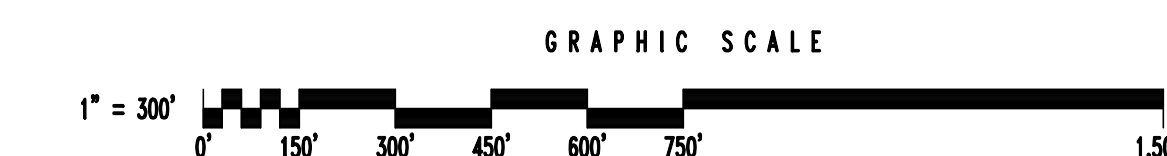
VICINITY MAP

SCALE 1" = 5000'



DALY ORGANICS

PDD ZONING PLAN
JASPER COUNTY, SC
DATE: MAY 21, 2024 SCALE: 1" = 300'



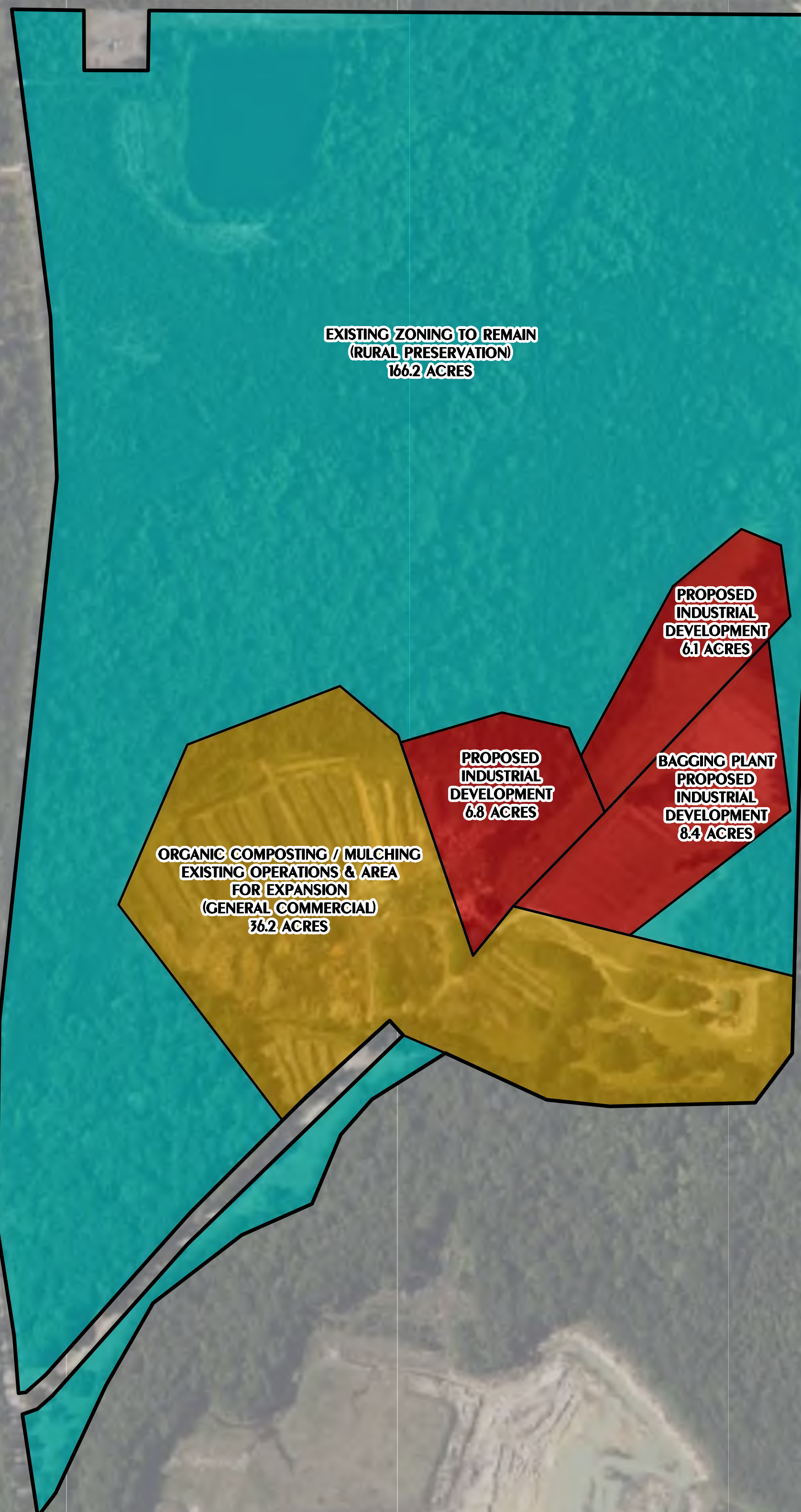
HUSSEY GAY BELL

Established 1958

S. OKATE HIGHWAY

BELLINGER HILL RUN

CHALMERS ROAD



BELLINGER HILL ROAD

APPENDIX I

DEVELOPMENT SCHEDULE

The following is a Preliminary Development Schedule for Daly Organics PDD that is subject to change based on market conditions and other factors:

<u>Year</u>	<u>General Commercial / Industrial Development</u>
1	Bagging Plant construction begins.
2	Bagging Plant (Phase 1) production underway. Storage yard with stone base to be added for finished bag storage.
3	Expansion of storage yard (Phase 2).
4	Additional bagging machine installed for expansion of Bagging Plant (Phase 3). Additional expansion of the storage yard as part of this phase as well.
5	100% complete expansion for Daly Organics. Remaining development for the Rural Preservation and Industrial Development uses to be determined.
FUTURE	T.B.D.

AGENDA

ITEM # 19

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2024-__

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

APPROVING A DEVELOPMENT AGREEMENT FOR THE DALY ORGANICS DEVELOPMENT PROPERTY CONSISTING OF APPROXIMATELY 223 ACRES, MORE OR LESS, OWNED BY BELLINGER HILL PROPERTIES, LLC IN THE BELLINGER HILL AREA OF JASPER COUNTY, SOUTH CAROLINA PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND ARTICLE IV, TITLE 20 OF THE CODE OF ORDINANCES OF JASPER COUNTY, AND AUTHORIZING THE CHAIRMAN OF JASPER COUNTY COUNCIL TO EXECUTE SAID DEVELOPMENT AGREEMENT

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the “Act”), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Jasper County Council (“Council”), the governing body of Jasper County, South Carolina (the “County” has adopted Article IV, Title 20 of the Code of Ordinances of Jasper County governing Jasper County’s participation in development agreements (the “Ordinance”); and

WHEREAS, Bellinger Hill Properties, LLC is the owner of certain lands suitable for development with Jasper County Tax Map Parcel Numbers 038-00-08-044, consisting of approximately 223 acres, more or less as more fully identified in the Development Agreement attached as Exhibit A (the “Development Agreement”); and

WHEREAS, pursuant to the Act and the Ordinance, the County is authorized to enter into binding development agreements with entities having legal or equitable interest in real property; and

WHEREAS, the County and the Owner have now concluded their negotiations with respect to the terms for a development agreement for the real property subject to the Development Agreement; and

WHEREAS, the County, acting through the terms of this Ordinance, has determined to accept the terms and conditions of the Development Agreement by and between the County and Bellinger Hill Properties, LLC; and

WHEREAS, the County has provided for and held the statutorily required public hearings, finds that the development agreement is consistent with the Comprehensive Plan for Jasper County, as amended, and that approval of the development agreement would be in the best interests of the County.

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

1. The Development Agreement, in substantially the form attached hereto as Exhibit A, with such minor or grammatical changes as the Chairman of Jasper County Council shall approve upon the advice of the County Attorney and County Administrator, his execution of a definitive Development Agreement to be conclusive evidence of such approval, is hereby approved.
2. The Development Agreement, in substantially the same form attached hereto as Exhibit A, shall be executed by the Council Chairman and delivered on behalf of the County by the County Administrator, and the Clerk to Council is authorized to attest the signature of the Chairman of the Jasper County Council. The consummation of the transactions and undertakings described in the Development Agreement, and such additional transactions and undertakings as may be determined necessary by the County Administrator to be necessary to fully implement the Development Agreement are hereby approved.

3. If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.
4. This ordinance shall take effect upon approval by Council.

JASPER COUNTY COUNCIL

By: _____
L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Giles, Clerk to Council

First Reading:
Second Reading:
Public Hearings:
Third Reading and Adoption:

It is required that the Development Agreement be attached as Exhibit A prior to Second Reading.

Reviewed for form and draftsmanship by the Jasper County Attorney:

David Tedder

Date

EXHIBIT A

Bellinger Hill Properties, LLC Development Agreement
Daly Organics Development

AFTER RECORDING, PLEASE RETURN TO:
RONALD T. SCOTT, ESQ.
RSCOTT@HSBLAWFIRM.COM
HAYNSWORTH SINKLER BOYD, P.A.
POST OFFICE BOX 11889
COLUMBIA, SOUTH CAROLINA 29211

------(SPACE ABOVE THIS LINE FOR RECORDING USE)-----

SOUTH CAROLINA) **DEVELOPMENT AGREEMENT**
) **DALY ORGANICS**
JASPER COUNTY) **DEVELOPMENT**

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered as of _____, 2025 (“Agreement Date”), by and among **BELLINGER HILL PROPERTIES, LLC**, a South Carolina limited liability company (“Owner”), and **JASPER COUNTY, SOUTH CAROLINA** (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), each a “Party,” and collectively the “Parties.”

RECITALS

WHEREAS, the Owner owns legal title to certain real property consisting of approximately 223.7 +/- acres, located in the County with frontage on Bellinger Hill Road and Bellinger Hill Run, and known as the Daly Organics development and more fully described in Section 1.04 of this Agreement (“Property”); and

WHEREAS, the County has rezoned the Property a Planned Development District (“PDD”); and

WHEREAS, the Owner and the County have determined that it is in the best interests of the County and the Owner to enter this Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to the County and the Owner on the scope and terms of the development; and

WHEREAS, The Owner desires to obtain from the County in connection with the development, and County is willing to provide, assurances: (1) that the Property is zoned a PDD for the duration of this Agreement, (2) that at receipt of the Owner’s development and construction permits, the Owner may proceed with the planned development and construction, and (3) that the Development Rights (defined below) will be vested for the duration of this Agreement; and

WHEREAS, in connection with the proposed development, the Owner and the County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development in the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement:

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina Code Annotated sections 6-31-10 through and including 6-31-160, as amended (collectively, “Act”) and

Jasper County Ordinance No. [] (“Ordinance No. []”), the parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE I GENERAL

Section 1.01. Incorporation. The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

Section 1.02. Definitions.

(A) In addition to those vest pocket definitions contained throughout this Agreement, as used in this Agreement, the following terms have the following meanings:

- (1) “County Council” means the governing body of Jasper County, South Carolina.
- (2) “Development Plan” means the Daly Organics Planned Development District and Concept Plan for development of the Property, including permitted uses, as set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.
- (3) “Development Rights” means the right of the Owner to develop all or part of the Property in accordance with this Agreement.
- (4) “Laws and Land Development Regulations” means the County’s applicable rules and regulations governing development of the Property as set forth on Exhibit E attached hereto. A copy of the Laws and Land Development Regulations, as of the Agreement Date, is on file in the Office of the Planning and Building Department for the County.
- (5) “Ordinance No. []” means Ordinance No. [] of County which is cited as the Development Agreement Ordinance for Jasper County, South Carolina.
- (6) “Property” means the land described in Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.
- (7) “UDO” means Ordinance No. [], as amended to be the most current adopted version on file with the County.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. [].

Section 1.03. Parties. The Parties to this Agreement are the County and the Owner.

Section 1.04. Property. This Agreement applies to the land described in Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as the Daly Organics development.

Section 1.05. Zoning. The Property is currently zoned as Rural Preservation as set forth in Exhibit B attached hereto.

Section 1.06. Permitted Uses.

(A) The Development Plan for the Property, including permitted uses, is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) The UDO and this Agreement provide for the development uses on the Property, including development standards, allowed density, building intensities and height, as applicable.

(C) All lots for the Development must meet all standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in the UDO shall apply. In the event of a conflict between the standards contained in the UDO and this Agreement, the terms of this Agreement control.

Section 1.07. Development Schedule.

(A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) The County and the Owner acknowledge that the development schedule is an estimate. The failure of the Owner to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. The County and the Owner acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) The County agrees that if the Owner requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Owner is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Owner shall submit a proposed adjustment in writing, substantially in the form of Exhibit F attached hereto, to the Director of the Planning and Building Department for the County who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment shall include an explanation and justification. The proposed adjustment shall become effective sixty (60) days from receipt by the Director of the Planning and Building Department for the County unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the sixty (60) day period.

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the Parties may be rendered liable in any manner for the debts or obligations of any other party, to any person, firm, corporation, or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens.

(A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not the Owners thereof and the owners and lessees of individual lots, who are not the Owners and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of the Owner's obligations pursuant to this Agreement as to the portion of the Property so transferred. The Owner must give notice to County of the transfer of any portion or all of the Property to a Owner in the manner prescribed in Section 3.05 hereof.

(C) The Owner acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement. It is the express intention of the Parties that the obligations of this Agreement are intended to run with the Property. If the Property is sold, either in whole or in part, and the Owner's obligations are transferred to a purchaser or successor in title to the Property as provided herein and in Section 3.05 hereof, the Owner shall be relieved of any further liability for the performance of the Owner's obligations as provided in this Agreement as it relates to the portion of the Property sold if the Owner is then current with its obligations pursuant to this Agreement.

Section 1.10. Term. The term of this Agreement shall commence on the Agreement Date and terminate 5 years thereafter as provided herein; provided, however that the Owner and the County may extend the Term of this Agreement or enter into subsequent development agreements upon mutual written consent to the extent permitted by the Act.

The expiration of the Term of this Agreement shall have no effect on the validity or authority of any restrictive covenants except as may be specifically provided for therein.

Section 1.11. Required Information. Ordinance No. [] requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the County.

(A) The County represents that it finds the development permitted by this Agreement is consistent with County's comprehensive plan and Laws and Land Development Regulations.

(B) The County has approved this Agreement by adoption of Ordinance No. _____-[] in accordance with the procedural requirements of the Act, Ordinance No. [] and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. _____-[] that at least two (2) public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of the Owner.

(A) The Owner represents that the number of acres of highland contained in the Property is approximately 223.7 +/- acres.

(B) The Owner represents that, as of the Agreement Date, it owns legal title to the Property.

(C) The Owner represents and warrants that the execution, delivery, and performance by the respective individual or entity signing this Agreement on behalf of the Owner has been duly authorized and approved by all requisite action on the part of the Owner.

ARTICLE III DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

(A) The County agrees that the Owner, upon receipt of its development permits as identified in Section 3.04 hereof, may proceed to develop the Property according to the terms and conditions of this Agreement. The right of the Owner to develop the Property as set forth in this Agreement is deemed vested with the Owner for the term of this Agreement when the Owner has complied with all requirements of Section 5.19 of this Agreement.

(B) The County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Owner has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. _____-§, the UDO and the terms of this Agreement when the Owner has complied with all the requirements of Section 5.19 of this Agreement.

(D) Except as may be otherwise provided for in this Agreement, the Act or Ordinance No. _____-§, no future changes or amendments to the Laws and Land Development Regulations shall apply to the Property, and no other local land development legislative enactments shall apply to the development, the Property, or this Agreement which have a direct or indirect adverse effect on the ability of the Owner to develop the Property in accordance with the Laws and Land Development Regulations.

(E) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. §. The Parties agree that vested rights conferred upon the Owner in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated Section 6-29-1510 through and including Section 6-29-1560, as amended, or the provisions of Ordinance No. §, the County's ordinance relating to the Vested Rights Act.

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.

(A) It is recognized that laws and regulations will periodically change. The County shall not enforce subsequently adopted laws and land development regulations on the development of the Property except in conformance with the procedures and provisions of Section 6-31-80(B) of the Act in effect as of the Effective Date.

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development

can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property. No moratorium or schedule for allocation or approval of any development permits as set forth in Section 3.04 hereof, or any other subsequently adopted laws and land development regulations shall affect the rights and prerogatives of the Owner under this Agreement except in conformance with Section 5.02 hereof.

(C) The Owner agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, fire and gas codes adopted by County pursuant to the laws of South Carolina after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, fire or gas code adopted by the County.

Section 3.04. Development Permits.

(A) Notwithstanding this Agreement, the Owner shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

- (1) Site Plan approval;
- (2) Preliminary plan approval;
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) With respect to the County's review and processing of subdivision plats, development plan applications, grading permits, building permits, certificates of occupancy and other County permits, applications and approvals relating to the development of the Property (including dwellings and other improvements thereon), the County shall approve or reject (and, in the case of a rejection, provide feedback necessary for the Owner to resubmit any such submittals) within the time limitations as set forth in the County ordinances.

Section 3.05. Transfer of Real Property and Assignment of Development Rights.

(A) Nothing in this Agreement shall limit or constrain the Owner's right to legally convey, sell, transfer, ground lease, or otherwise dedicate any portion or all of the Property or an interest therein to any other person, firm, corporation, or entity.

(B) The Owner may, at its sole discretion, transfer its Development Rights to other Owners or purchasers of the Property. Together with any conveyance or transfer of interest in a portion or all of the Property, the Owner may assign any portion or all of its Development Rights and obligations under this Agreement to such transferee or grantee.

The Owner may transfer any or all Development Rights and/or development obligations to any person, firm, corporation, or entity even in an absence of a transfer of portion of Property, and shall be entitled to effect a recording of an Assignment in accordance with this Section 3.05.

Any Owner shall be entitled to legally convey real property in accordance with this Agreement and to legally assign its Development Rights and/or development obligations in accordance with this Section 3.05 in an instrument substantially in the Form of Assignment attached hereto as Exhibit G.

(C) The recording requirement of an Assignment shall not apply to (i) 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) any third party purchaser at such a foreclosure; or (iii) 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. Any such mortgage lender or subsequent purchaser shall be bound by the development obligations and be a beneficiary of the Development Rights as the Owner successor in title to the Owner.

(D) Notwithstanding anything to the contrary in this Agreement, the Owner shall have the right to manage its corporate affairs in such manner that may cause another person, firm, corporation, or entity, including without limitation, the Owner's subsidiaries and affiliates, to assume some or all of the Owner's Development Rights and/or development obligations pursuant to this Agreement (the "Assumption").

Section 3.06. Allowed Density. The allowed density for the Property shall be as set forth in this Agreement. The location of land uses as set forth in Exhibit B may be adjusted and transferred within the Property by the Owner, at its sole discretion. An adjustment and/or transfer of the location of land uses shall not be deemed a minor modification or major modification of this Agreement, described in Section 5.02 of this Agreement.

ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the Property may, but are not necessarily guaranteed to, meet, or exceed the burdens and costs placed on the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Owner to mitigate such burdens and costs.

Section 4.02. [RESERVED]

Section 4.03. Other Charges or Fees.

(A) Nothing in this Agreement shall be construed as relieving the Owner from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

(B) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

Section 4.04. Infrastructure and Services. The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by the Owner, and many necessary

infrastructure improvements and services will be provided by the Owner or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) **Roads.** The Owner is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the County related to the development of the Property. The Owner shall dedicate and convey public roads within the Property to the County, and the County shall accept such dedication, pursuant to the County's road dedication and acceptance process. Thereafter, the County shall assume maintenance responsibility for such roads. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. The Owner is also responsible for maintenance of all roads that are not public roads. The Owner acknowledges that the County will only accept and maintain as public roads those roads constructed in full compliance with the UDO and providing connectivity to the County road system or serving as a necessary component for the proper development of the County road system. The County will not accept private roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. The Owner may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(B) **Potable Water.** Potable water will be supplied to the Property by a well. The Owner will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the Owner. The County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(C) **Sewage Treatment and Disposal.** Sewage treatment and disposal will be supplied to the Property by private septic system. The Owner will construct, or cause to be constructed, all necessary sewage treatment and disposal service infrastructure within the Property and the sewage treatment and disposal service infrastructure will be maintained by the Owner. The County is not responsible for any construction, treatment, maintenance, or costs associated with sewage treatment and disposal service and/or infrastructure to or within the Property. The sewage treatment and disposal service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) **Storm Water Management.** The Owner will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property. The County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. The applicable requirements and standards for all storm water management improvements shall be the more stringent of either the requirements and standards contained in the Laws and Land Development regulations as may be modified pursuant to Section 5.02 hereof or the requirements and standards established by the South Carolina Department of Health and Environmental Control or its successor agency. The County shall accept into its storm water management system and maintain all drainage system components within easements and rights-of-way that are constructed according to the requirements set forth herein. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(E) **Solid Waste Collection.** The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in the County. It is understood and acknowledged that the County does not presently provide solid waste disposal for single, multi-family or commercial developments.

(F) **Recycling Services.** The County shall provide recycling services to the Property on the same basis as is provided to other residents and businesses within the County. It is understood and acknowledged that the County does not presently provide recycling services for single, multi-family or commercial developments.

(G) **Law Enforcement Protection Services.** The County shall provide law enforcement protection services to the Property on the same basis as is provided to other residents and businesses within the County.

(H) **Emergency Medical Services (EMS).** The County shall provide emergency medical services to the Property on the same basis as is provided to other residents and businesses within the County.

(I) **Fire Services.** The Property is located in the _____ Fire Service District and fire services will be provided by the Levy Fire Department, or its successor entities.

(J) **Library Services.** The County shall provide library services to the Property on the same basis as is provided to other residents and businesses within the County.

(K) **Parks and Recreation Services.** The County shall provide parks and recreation services to the Property on the same basis as is provided to other residents and businesses within the County.

(L) **School Services.** Public school services are now provided by the Jasper County School District. The Owner acknowledges that the County has no authority or responsibility for providing public school services in the County.

ARTICLE V MISCELLANEOUS

Section 5.01. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To The Owner: Bellinger Hill Properties, LLC
 Attn: Madison Daly
 1465 Bellinger Hill Road
 Hardeeville, SC 29927

With a Copy to (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Ron Scott, Esq.

1201 Main Street (hand delivery/courier service)
P.O. Box 11889
Columbia, South Carolina 29201

To County: Jasper County, South Carolina
Attn: County Administrator
358 Third Avenue (hand delivery/courier service)
Ridgeland, South Carolina 29936

With a Copy to (does not constitute notice):

Jasper County, South Carolina
Attn: County Attorney
358 Third Avenue (hand delivery/courier service)
Ridgeland, South Carolina 29936

Section 5.02. Amendments.

(A) This Agreement may not be amended or cancelled in whole or in part except upon mutual consent of the County and the Owner. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date 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 the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) Any minor modifications of this Agreement, enumerated in Section 5.02(D) hereof, may be made without a public hearing and shall constitute an amendment of this Agreement upon mutual written consent of the County and the Owner. Any major modifications of this Agreement, enumerated in Section 5.02(D) hereof, shall constitute an amendment of this Agreement and may occur only pursuant to the public notice and hearing requirements of the Act.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

(D) Minor and Major Modification of the Development Agreement. The Parties recognize that periodic modifications to the Development Plan may be needed to address market conditions, environmental challenges, and other elements. The following will outline what is considered a minor modification and a major modification to this Agreement and the processes for a minor modification and major modification to this Agreement.

- a. Minor Modifications: The Director of the Planning and Building Department for the County shall have the authority to administratively approve a minor modification to this Agreement. The following modifications, adjustment, and clarifications shall constitute minor modifications to this Agreement:
 - i. Correction of any typographic or scrivener's error.

- ii. Minor adjustments to the site layout set forth in Exhibit B attached hereto caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff.
 - iii. Dimensional adjustments that are within ten percent (10%) of the dimensional requirements set forth in Exhibit B attached hereto and/or dimensional adjustments that are within ten percent (10%) of the dimensional requirements as set forth in other applicable County codes or ordinances, as approved by the Director of the Planning and Building Department for the County.
 - iv. Recording of any subsequent laws or regulations enforceable pursuant to the public hearing provisions of Section 6-31-80(B) of the Act.
 - v. Recording of modification in the addressee provisions of Section 5.01 of this Agreement.
 - vi. Recording of any instruments or documentation to evidence any act permissible or regulated pursuant to the terms of this Agreement, where the Agreement does not specifically provide for the recording of such instruments or documentation.
 - vii. Adjustments to the development schedule set forth in Exhibit C, including commencement dates and interim completion dates, as requested by the Owner.
- b. Major Modifications: major modifications are those that do not qualify as a minor modification. Major modifications must be processed and considered in the same manner as set forth in the Act.

Section 5.03. Periodic Review. At least every twelve (12) months, the Director of the Planning and Building Department for the County, or his or her designee, must review compliance with this Agreement by the Owner. At the time of review the Owner must demonstrate good faith compliance with the terms of the Agreement.

Section 5.04. Breach of Agreement.

(A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Director of the Planning and Building Department for the County finds and determines that the Owner has committed a breach of the terms or conditions of this Agreement, then the Director of the Planning and Building Department for the County shall serve notice in writing, within a reasonable time after the periodic review, on the Owner setting forth with reasonable particularity the nature of the breach and the information supporting the determination, and providing the Owner sixty (60) days in which to cure or rectify said breach or account for those obligations pursuant to this Agreement that have a material effect on the ability of the Owner to cure such breach.

(B) If the Owner fails to cure the breach within sixty (60) days, or if the breach cannot be cured within such 60-day period and the Owner does not commence to cure the breach within such 60-day period, and thereafter diligently pursue the same to completion, then the County Council may unilaterally terminate or modify this Agreement; provided, that prior to terminating or modifying this Agreement as provided in this section, County Council must first give the Owner the opportunity (i) to rebut the finding and determination, or (ii) to consent to amend the Agreement to meet the County Council's concerns with respect to the determination.

Section 5.05. Enforcement. The Parties shall each have the right to enforce the terms, provisions, and conditions of this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

Section 5.06. No Third-Party Beneficiary. The provisions of this Agreement may be enforced only by the Parties and their successors and assigns. No other persons, natural or corporate, shall have any rights hereunder.

Section 5.07. Recording of Agreement. The Parties agree that the Owner shall record this Agreement with the County Clerk of Court within fourteen (14) days after the date of execution of this Agreement.

Section 5.08. Administration of Agreement. The County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by section 6-31-110 of the Act. The County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, 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.

Section 5.11. Entire Agreement. This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

Section 5.12. Covenant to Sign Other Documents. The County and the Owner acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement, and the County and the Owner agree to cooperate with the execution thereof.

Section 5.13. Construction of Agreement. 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 to this Agreement.

Section 5.14. Assignment. The rights, obligations, duties, and responsibilities devolved by this Agreement on or to the Owner are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05 hereof. The County may

assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.15. Governing Law; Jurisdiction; and Venue.

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 14th Judicial Circuit of the State of South Carolina.

Section 5.16. Counterparts. This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.17. 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.

Section 5.18. Severability. If any provision of this Agreement is held to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect. However, if any invalid provision would prevent or materially impair the Owner's right or ability to complete performance of this Agreement, the Parties agree to use their best efforts to renegotiate such provision(s) in order for the Owner to complete performance of this Agreement.

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and the Owner have each executed the Agreement, and (ii) the Owner has delivered to the County Administrator clocked-in copies of the recorded Agreement. If the County Administrator has not received clocked-in copies of the Agreement within ten (10) business days after recording the Agreement with the Jasper County Clerk of Court, then this Agreement is automatically terminated without further action of either the County or the Owner. The obligation of the Owner pursuant to section 4.02 hereof is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on the Owner pursuant to Section 4.02 hereof survives the termination of this Agreement pursuant to this Section 5.19.

[TWO SIGNATURE PAGES AND 1 EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.

WITNESSES:

Name:

Name:

THE OWNER:

**BELLINGER HILL PROPERTIES, LLC,
A South Carolina Limited Liability Company**

By: Madison Daly
Its:

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

[_____], who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated:_____

Notary Public for the State of South Carolina

My commission expires:_____

[NOTARIAL SEAL]

WITNESSES:

Name:

Name:

COUNTY:

JASPER COUNTY, SOUTH CAROLINA,
a political subdivision of the State of South Carolina

By: Andrew P. Fulghum
Its: County Administrator

[COUNTY SEAL]

Attest:

Wanda Simmons
Clerk to County Council

SOUTH CAROLINA)
)
JASPER COUNTY)

ACKNOWLEDGMENT

Andrew P. Fulghum, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: _____

Notary Public for the State of South Carolina

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Jasper County Tax Map#: 038-00-08-044

EXHIBIT B
DEVELOPMENT PLAN

1. Daly Organics Planned Development District and Concept Plan: The Daly Organics Planned Development District and Concept Plan, which is attached hereto as Exhibit B-1, incorporated by reference, and made a part hereof, shall serve as the general guide for the location of roads, buildings, and other development features and land uses. The Property shall be generally developed consistent with the approved Development Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. Zoning District: The Property is in the Planned Development District and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement.

3. Permitted Uses: As set forth in “Section II – Land Use” of Exhibit B-1, the Property shall be permitted to include allowed land uses of the following zoning districts established in the Jasper County Zoning Ordinance and Land Development Regulations: Rural Preservation, General Commercial, and Industrial Development. Excluded land uses are set forth in “Section II – Land Use” of Exhibit B-1. The permitted location and development standards for all said uses on the Property shall be identified on the approved Development Plan, provided that the Owner, at its sole discretion, shall have the sole right and discretion to adjust the location of said uses at the Property.

4. Excluded Uses: Excluded land uses are set forth in “Section II – Land Use” of Exhibit B-1.

5. Dimensional Requirements: The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the Development Plan.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT C
DEVELOPMENT SCHEDULE

This estimated Development Schedule is subject to update according to Section 1.07 of the Agreement. Within one year after the Agreement Date, the Owner anticipates beginning environmental assessments, site development studies, and/or plan development for the Property. Subject to approval by the County of development plans and permits, which approval the County agrees that it will not unreasonably withhold, the Owner anticipates beginning construction at the Property within one years after the Agreement Date. Consistent with the long-term approach to planning and developing the Property, the County and the Owner anticipate the following interim completion dates for development of the Property pursuant to the Agreement.

<u>Year</u>	<u>Percentage Completed</u>
1	20%
2	40%
3	60%
4	80%
5	100%

For the limited purpose of this Exhibit C only, the Development of any portion of the Property shall be deemed completed upon the approval of a development permit for such portion.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT D
REQUIRED INFORMATION

The Act and Ordinance No. **[]** require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. **[]**.

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Bellinger Hill Properties, LLC, is the legal and equitable owner of the Property.

(B) *the duration of the agreement which must comply with section 6-31-40 of the Act. See Section 1.10.*

(C) *a representation by the Owner of the number of acres of highland contained in the property subject to the agreement. See Section 2.02.*

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property. See Section 1.05.*

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height. See Section 1.06 and Exhibit B.*

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the Owner. See Article IV.*

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement. See Section 4.04. The Owner shall comply with all applicable environmental laws.*

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the Owner of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions. See Section 3.04.*

(I) *a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the Agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).*

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures. The Owner shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.*

(K) *a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See Section 1.07 and Exhibit C.*

(L) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.*

(M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of the County Code of Ordinances, or both. See Section 3.01(B) and Exhibit E.

(N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See Section 3.03.

(O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See Section 5.09.

(P) a provision relating to the amendment, cancellation, modification, or suspension of the Agreement. See Section 5.02.

(Q) a provision for periodic review, consistent with the Act. See Section 5.03.

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Ordinance No. []. See Section 5.04.

(S) a provision that the Owner, within 14 days after the County executes the Agreement, will record the Agreement with County Clerk of Court. See Section 5.07.

(T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, the County and the Owner. See Section 1.09(A).

(U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See Section 1.09(B), Section 3.05, and Section 5.14.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT E
LAWS AND LAND DEVELOPMENT REGULATIONS

1. Ordinance No. _____, zoning the Property as a Planned Development District.
2. Ordinance No. _____, approving this Development Agreement.
3. Ordinance No. _____, the Development Agreement Ordinance.
4. Unified Development Ordinance of Jasper County: Ordinance No. [], as amended as of the Agreement Date (“UDO”). The UDO includes Ordinance No. [], as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Jasper County. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning Department.
5. Land Development Regulations of Jasper County: *See* Unified Development Ordinance of Jasper County.
6. Article [], Chapter [], Jasper County Code of Ordinances [] [] [].

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

Exhibit F
Form Request to Modify Development Schedule

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF JASPER)
ADDENDUM
TO
DEVELOPMENT AGREEMENT

THIS ADDENDUM TO A DEVELOPMENT AGREEMENT (“Addendum”) is made effective on the

[insert recording date of Addendum]

, by Jasper County, a political subdivision of the State of South Carolina, and Bellinger Hill Properties, LLC, a South Carolina limited liability company, or its successor or assign.

RECITALS

WHEREAS, BELLINGER HILL PROPERTIES, LLC, a South Carolina limited liability company (the “Property Owner”), is a party to that certain Development Agreement with JASPER COUNTY, SOUTH CAROLINA (the “County”), effective date of _____, 2025, recorded on _____, 2025 in the office of Jasper County Clerk of Court in Book _____, Page _____ (the “Development Agreement”); and

[if applicable, insert successor or assign of Bellinger Hill Properties, LLC as Owner pursuant to an Assignment]

WHEREAS, the Development Agreement is appurtenant to and runs with that certain real property situate in Jasper County, South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit A (the “Property”); and

WHEREAS, without limitation, Section 1.07. of the Development Agreement establishes a vested right in a Development Schedule, together with commencement, interim completion, and completion dates for development of the Property in accordance with the terms of the Development Agreement; and

WHEREAS, without limitation, Section 1.07. of the Development Agreement provides that the

[insert either Property Owner or Owner]

(hereinafter the “Petitioner”) may request a modification in the Development Schedule of Section 1.07. of the Development Agreement; and

WHEREAS, Section 1.07. of the Development Agreement further provides that where the Petitioner demonstrates that there is good cause to modify the Development Schedule, the County shall approve such request within 60 days of its submittal, and that such modification shall not constitute or require an amendment of the Development Agreement; and

WHEREAS, the Petitioner has requested and the County has approved a modification in the Development Schedule of Section 1.07. of the Development Agreement as more specifically set forth herein

below with respect to the portion of the Property more specifically identified in the legal description attached hereto as Attachment A (the “Addendum Property”).

NOW, THEREFORE, the Petitioner desires to execute and record this Addendum to the Development Agreement to modify the Development Schedule of Section 1.07. of the Development Agreement as follows:

1. Modification of Development Phasing Schedule. The Development Schedule for the Addendum Property shall hereby be modified as follows:

[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]

2. Approval by County. This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning and Zoning Director’s signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

[insert name]
Director of Planning and Building
Jasper County

Director of Planning and Building
Dated Stamp of Approval

3. Effect of Modification of Development Phasing Schedule. Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.

4. Recording Required. This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County’s approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.

5. Authority. The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

[insert Section 6. only if Petitioner is not [ORIGINAL OWNER NAME] or its successor in corporate interest]

6. Consent by Property Owner. The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:

Witness:

Property Owner:

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named _____, (name), the _____ (title) of _____ (Property Owner), _____ (corporate form), sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with _____ (witness #2), the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this _____
day of _____, 20____

Notary Public for _____
County, State of _____

(Witness #1 sign here)

My Commission Expires: _____

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]

**Exhibit G
Form Assignment**

STATE OF SOUTH CAROLINA)	
)	ASSIGNMENT AND ASSUMPTION
)	OF CERTAIN DEVELOPMENT RIGHTS
COUNTY OF JASPER)	AND OBLIGATIONS PURSUANT TO
)	A DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF CERTAIN DEVELOPMENT RIGHTS AND OBLIGATIONS PURSUANT TO A DEVELOPMENT AGREEMENT (“Assignment”) is made effective on the

[insert date of Assignment]

, by

[insert name of assignor]

, (the “Assignor”), and

[insert name of assignee]

, (the “Assignee”), (collectively, the “Parties”).

RECITALS

WHEREAS, BELLINGER HILL PROPERTIES, LLC, a South Carolina limited liability company, is a party to that certain Development Agreement with JASPER COUNTY, SOUTH CAROLINA, effective date of _____, 2025, recorded on _____, 2025 in the office of Jasper County Clerk of Court in Book _____, Page _____ (the “Development Agreement”); and

WHEREAS, the Development Agreement is appurtenant to and runs with that certain real property situate in Jasper County, State of South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit A (the “Property”); and

WHEREAS, the Development Agreement establishes certain vested Development Rights and development obligations as more specifically set forth therewith; and

WHEREAS, Section 3.05 of the Development Agreement authorizes the conveyance, sale, transfer, ground lease, and other dedications by Bellinger Hill Properties, LLC, and its successors and assigns of any portion or all of the Property, and Sections 3.05 and 5.14 of the Development Agreement authorizes the Assignment by Bellinger Hill Properties, LLC, and its successors and assigns, of any portion or all of its Development Rights and/or development obligations to such transferee or grantee; and

[insert interim conveyances and assignments, if any]

WHEREAS, on

[insert date of contract to sell and purchase a portion or all of the Property]

Assignor and Assignee entered into a contract to sell and purchase that portion of the Property as more specifically set forth in the legal description attached hereto as Attachment A (the “Assignment Property”); and

WHEREAS, in consideration of Assignor’s agreement to convey the Assignment Property to Assignee, Assignee has agreed to assume those certain development obligations under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below; and

WHEREAS, in consideration of Assignee’s agreement to acquire the Assignment Property, Assignor has agreed to assign to Assignee those certain Development Rights under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the Parties agree as follows:

1. **Assignment and Assumption of Development Rights**. Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, those certain Development Rights as specifically set forth herein:

[insert assigned Development Rights]

2. **Retained Development Rights**. Assignor retains any and all Development Rights not specifically assigned to Assignee herein above, including without limitation:

[insert retained Development Rights]

3. **Assignment and Assumption of Development Obligations**. Assignor hereby assigns to Assignee and Assignee hereby assumes from Assignor those certain development obligations as specifically set forth herein:

[insert assigned development obligations]

4. **Retained Development Obligations**. Assignor retains the following development obligations:

[insert retained development obligations]

5. **Release; Indemnity**. Assignee hereby releases Assignor and its successors and assigns (other than Assignee and its affiliates, successors and assigns) from any and all liability in connection with the performance of any of the development obligations and the exercise of any Development Rights as specifically set forth herein above. Assignee shall indemnify, defend and hold harmless Assignor and its members, managers, officers, agents, employees, successors and assigns, from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, reasonable attorneys’ and consultants’ fees) arising in any manner, directly or indirectly, out of or by reason of the development obligations and Development Rights as specifically set forth hereinabove. This indemnification shall survive the execution and delivery of this Assignment and the closing of the sale of the Assignment Property to Assignee.

6. **Severability**. If any provision of this Assignment shall be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected thereby.

7. **Notice to Jasper County**. Assignor covenants and agrees for the benefit of Assignee that, to the full extent required under the Development Agreement, Assignor shall, prior to or contemporaneously with the making hereof, comply with all requirements of the Development Agreement regarding notice of Assignment to Jasper County. Pursuant to Section 3.05 of the Development Agreement, Assignee shall have the obligation to record this executed Assignment with the Jasper County Clerk of Court, together with the recording of the instrument transferring an interest in the Assignment Property to Assignee.

8. **Binding Effect**. This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall run with the title to the Property.

9. **Authority**. The undersigned Parties each represent and warrant that this Assignment has been duly authorized by all necessary company action.

10. **Counterparts**. This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

[Insert Signature Pages]

[Insert Attachment A: Legal Description of Assignment Property]

AGENDA

ITEM # 20



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 Planning Commission Staff Report

Meeting Date:	December 2, 2024
Project:	Text Amendment – Jasper County Land Development Regulations, Article 2.1.1, <i>Exempt Subdivision</i>
Submitted For:	1 st Reading
Recommendation:	Planning Commission recommends approval

Description: The intent of this ordinance is to amend the Jasper County Land Development Regulations, Article 2.1.1, **Exempt Subdivision**, limiting the number of parcels that can be subdivided using the State’s exemptions for parcels that are 5 acres and greater, where each parcel abuts an existing road right-of-way or access easement that was in existence prior to January 2018. Currently, there is no limit on the number of parcels that can be subdivided from a single parcel of land using the State’s exemption. Over the last few years, Jasper County has received several exempt subdivisions that have created anywhere from 10 – 26 lots, subdividing 100 plus acres, with no community facilities, sidewalks, and other things that should be provided for a subdivision.

Analysis: Jasper County Land Development Regulations, Article 2.1.1, *Exempt Subdivision* states, “*the division of land into parcels of five acres or more where each parcel abuts an existing road right-of-way or access easement recorded prior to January 1, 2018.*” The State’s exemption states, “*the division of land into parcels of five acres or more where no new street is involved, and plats of these exceptions must be received as information by the planning agency which shall indicate that fact on the plats.*”

The proposed amendment seeks to limit the number of parcels that can be subdivided from a single parcel of land using the State’s exemption to 4 parcels. Also, to define an existing street and existing easement. As amended, Article 2.1.1.b would read as follows:

Article 2.1.1, Exempt Subdivision - *An exempt subdivision is one which meets one of the following definitions and are included only for the purpose of requiring notification and information to the authorized designee of the Planning Commission, the DSR. The DSR shall be notified by the owner about the exemption, and the plat shall be recorded with the Register of Deeds identifying the exemption from the County’s subdivision standards.*

- a. *The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this Ordinance; or*
- b. ~~*The division of land into parcels of five acres or more where each parcel abuts an existing road right-of-way or access easement recorded prior to January 1, 2018.*~~
The division of land into Parcels of five acres or more, where no new Street or Easement is involved provided, that out of any single tract of land, parcel of lot of land existing as a distinct tax parcel as of July 1, 2024, no more than four (4) such parcels may be created within a five year period.

[Commentary: Existing Streets or Easements must meet the design standards outlined in Article 7.1 of the Jasper County Land Development Regulations; Roadway Classifications.]

- c. *The combination or recombination of entire lots of record where no new street or change in existing streets is involved;*
- d. *The division of land into parcels for conveyance to other persons through the provisions of a will or similar document, and in the settlement of an intestate's estate or as determined by an order of a court of competent jurisdiction;*
- e. *Property trades or swaps between immediately adjacent landowners not resulting in the creation of new parcels of record;*
- f. *Division of land for the purpose of sale or transfer to an immediately adjacent landowner for the sole purpose of enlarging the adjacent landowner's property, and not resulting in the creation of new parcels, or the creation of new nonconforming parcels;*
- g. *The recordation of a plat of land or property for purposes other than the sale or transfer of title to land including the following:*
 - i. *The creation or termination of leases, easements, or liens;*
 - ii. *The creation or termination of mortgages on existing parcels of record, approved subdivisions or commercial projects, partly or undeveloped land;*
 - iii. *Lot line corrections on existing recorded properties;*
 - iv. *The creation, termination or amendment of private covenants or restrictions on land; and*
 - v. *A transfer of title to land not involving the division of land into parcels.*
 - vi. *The public acquisition of land for Right-of-Way or Drainage Easements or any Lot or parcel created therefrom.*

vii. A Parcel of land that is proposed to be used as the site for a Utility substation, power line Easements, or Right-of-Way, pumping station, pressure regulating station, electricity regulating substation, gas pressure control station, or similar facilities.

Attachments:

1. Ordinance
2. Article 2 of the Land Development Regulations

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #2024-_____

ORDINANCE OF JASPER COUNTY COUNCIL

An Ordinance to Amend Article 2.1.1 of the Jasper County Land Development Regulations, *Exempt Subdivision*, to limit the number of parcels that can be subdivided from a single parcel of land using the State's exemption to 4 individual parcels; to define an existing street and existing easement; and other matters related thereto; and Invoking application of the Pending Ordinance Doctrine.

WHEREAS, The purpose of the Jasper County Land Development Regulations is to provide regulations for the harmonious development of the County; coordination of streets within subdivisions; provide adequate open spaces for traffic, recreation, light, and air; and for a distribution of population and traffic which will tend to create conditions favorable to the health, safety, and welfare of the general public; and

WHEREAS, Section 6-29-1110 of the South Carolina Code of Laws allows exemptions for the division of land into parcels of five acres or more where no new street is involved; and

WHEREAS, Jasper County currently has no limit on the number of parcels that can be subdivided from a single parcel of land using the State's exemption for an exempt subdivision, which has created large subdivisions that do not provide community open space, recreation, and favorable conditions to the health, safety, and welfare of the general public; and

WHEREAS, the Council finds it is in the public interest to invoke the pending ordinance doctrine upon first reading of this Ordinance, and announces a public hearing to be held prior to or at second reading of this Ordinance, tentatively scheduled for the December 2, 2024 regularly scheduled County Council meeting; and

WHEREAS, the Planning Commission has recommended approval by County Council to amend Article 2.1.1 of the Jasper County Land Development Regulations, *Exempt Subdivision*; and

WHEREAS, this matter is now before the Jasper County Council for determination;

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

1. Amend Jasper County Land Development Regulations, Article 2.1.1, *Exempt Subdivision* as follows:

Article 2.1.1, Exempt Subdivision - *An exempt subdivision is one which meets one of the following definitions and are included only for the purpose of requiring notification and information to the authorized designee of the Planning Commission, the DSR. The DSR shall be notified by the owner about the exemption, and the plat shall be recorded with the Register of Deeds identifying the exemption from the County's subdivision standards.*

- a. *The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this Ordinance; or*
- b. ~~*The division of land into parcels of five acres or more where each parcel abuts an existing road right of way or access easement recorded prior to January 1, 2018.*~~
The division of land into Parcels of five acres or more, where no new Street or Easement is involved provided, that out of any single tract of land, parcel of lot of land existing as a distinct tax parcel as of July 1, 2024, no more than four (4) such parcels may be created within a five year period.
- [Commentary: Existing Streets or Easements must meet the design standards outlined in Article 7.1 of the Jasper County Land Development Regulations; Roadway Classifications.]*
- c. *The combination or recombination of entire lots of record where no new street or change in existing streets is involved;*
- d. *The division of land into parcels for conveyance to other persons through the provisions of a will or similar document, and in the settlement of an intestate's estate or as determined by an order of a court of competent jurisdiction;*
- e. *Property trades or swaps between immediately adjacent landowners not resulting in the creation of new parcels of record;*
- f. *Division of land for the purpose of sale or transfer to an immediately adjacent landowner for the sole purpose of enlarging the adjacent landowner's property, and not resulting in the creation of new parcels, or the creation of new nonconforming parcels;*
- g. *The recordation of a plat of land or property for purposes other than the sale or transfer of title to land including the following:*

- i. *The creation or termination of leases, easements, or liens;*
- ii. *The creation or termination of mortgages on existing parcels of record, approved subdivisions or commercial projects, partly or undeveloped land;*
- iii. *Lot line corrections on existing recorded properties;*
- iv. *The creation, termination or amendment of private covenants or restrictions on land; and*
- v. *A transfer of title to land not involving the division of land into parcels.*
- vi. *The public acquisition of land for Right-of-Way or Drainage Easements or any Lot or parcel created therefrom.*
- vii. *A Parcel of land that is proposed to be used as the site for a Utility substation, power line Easements, or Right-of-Way, pumping station, pressure regulating station, electricity regulating substation, gas pressure control station, or similar facilities.*

L. Martin Sauls IV
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE 2024- _____

First Reading: _____

Second Reading: _____

Public hearing: _____

Adopted: _____

Considered by the Jasper County Planning Commission at its meeting on

November 12, 2024.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

AGENDA

ITEM # 21



Jasper County Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Giles
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	12.02.2024
Project:	Jasper County Regional Housing Trust Oversight Board
Request:	For submittal of a new Candidate to the Regional Housing Trust Oversight Board
New Appointment For:	Regional Housing Trust Oversight Board
Recommendation:	To appoint a new candidate to the Board

Description:

Ms. Michelle Gaston will not be seeking reappointment as Jasper County's representative to the Regional Housing Trust Oversight Board for the next term (her current term ends 12.31.2024). There was a copy of a staff report in your 11.04.2024 asking the Council to start considering Candidates for this appointment to the Jasper County Regional Housing Trust Oversight Board.

Staff Request: Staff requests that Council appoint a Candidate to replace Ms. Gaston as of 01.01.2025 to the Jasper County Regional Housing Trust Oversight Board.

Thank you for your consideration.

Wanda

AGENDA

ITEM # 22



Jasper County Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Giles
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	12.02.2024
Project:	Reappointment to the SouthernCarolina Alliance Board
Request:	For reappointment of Mayor Harry Williams to the SouthernCarolina Alliance Board of Directors
Recommendation:	To reappoint Harry Williams to the SouthernCarolina Alliance Board of Directors for another 3 year term

Description:

We have received a letter (see attached) from Mr. Danny Black regarding the SCA Board of Directors Appointment for 2025

Jasper County Council appoints three members to the SouthernCarolina Alliance Board of Directors. These appointments are staggered three-year terms and are usually filled during the Annual Board of Directors meeting each year in April. **This is a reminder that the term of Mayor Harry Williams will expire April 2025.** They kindly request Council's confirmation of re-appointment or replacement by December 31, 2024, due to our upcoming Board of Directors Retreat in January 2025 to allow your appointed member to attend.

Staff Request: Staff requests that Council consider reappointing Mayor Harry Williams for another three-year term.

Thank you for your consideration.

Wanda



201 Lee Avenue, Hampton, SC 29924 (mailing address)
1750 Jackson Street, Ste 100, Barnwell, SC 29812
1201 Main Street, Ste 1700, Columbia, SC 29201
803-541-0023
www.southerncarolina.org
sca@southerncarolina.org

November 19, 2024

The Honorable Marty Sauls, Chairman
Jasper County Council
P O Box 1149
Ridgeland, SC 29936

Re: SCA Board of Directors Appointment for 2025

Dear Chairman Sauls and Council Members:

As you are aware, Jasper County Council appoints three members to the Southern Carolina Alliance Board of Directors. These appointments are staggered three-year terms and are usually filled during the Annual Board of Directors meeting each year in April.

This is a reminder that the term of Mayor Harry Williams will expire April 2025.

We kindly request your confirmation of re-appointment or replacement by December 31, 2024, due to our upcoming Board of Directors Retreat in January 2025 to allow your appointed member to attend.

Thanking you I am,

Sincerely Yours,

Danny Black
President & CEO

Cc: Andy Fulghum, Administrator
The Honorable Marty Sauls
Clerk to Council

AGENDA

ITEM # 23



Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)

Ridgeland, SC 29936

Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

20, November 2024

To: Honorable Jasper County Council Members

Re: Request for authorization to purchase

Greetings Council Members,

Jasper County Emergency Services, 911 Communications Division budgeted the acquisition of two midsize SUVs in this current fiscal cycle. We have reached out to Santee Motors in Santee, SC. This dealership has provide the offering of two Dodge Durango's on South Carolina State Procurement Contract. The documents and specifications are attached for your review.

We are requesting your authorization to proceed with the acquisition of these vehicles. The intended use for these vehicles is to allow division personnel to travel to training events, court for testimony, conferences, and other matters of operational and education support. Additionally, we are requesting that the administrator be authorized to sign and execute all documents related to this purchase.

Each Vehicle is estimated at \$45,361.00. the purchase of two (2) Durangos should not exceed \$91,000.

Sincerely,

Russell W. Wells



QUOTE

Santee Automotive LLC
 2601 Paxville Highway
 Manning, South Carolina 29102
 United States

Phone: 1-888-853-5338
 Fax: 1-888-853-5338
 info@santeefleet.com

BILL TO
Jasper County Fire Rescue
 Chief Rusty

843-263-1316
 rwells@jaspercountysc.gov

Estimate Number: 13196

Estimate Date: November 12, 2024

Valid Until: January 11, 2025

Estimate Total (USD): **\$45,361.00**

Units	Quantity	Price	Amount
Dodge Durango V6 Admin State Contract 4400035151	1	\$44,861.00	\$44,861.00
2025 Dodge Durango V6 Admin 3.6L V6 Engine 8 Speed Automatic Transmission Cloth Front Seats Cloth Rear Seats Carpet Floor Security Alarm Full Length Floor Console Power Liftgate Uconnect 5 Nav w 10.1" Display 18x8.0 Painted Aluminum Wheels Rear View Camera Bluetooth Apple Carplay / Android Auto			
Exterior Color Vapor Gray Frostbite Pearl Coat Triple Nickel (Silver) DB Black Clear Coat	1	\$0.00	\$0.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	\$500.00	\$500.00

Total: \$45,361.00

Estimate Total (USD): **\$45,361.00**

AGENDA

ITEM # 24



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA
Director of Administrative Services
kburgessr@jaspercountysc.gov

Jasper County Council Consideration and Approval of South Carolina Department of Public Health State Appropriated Trauma Funds For Increasing the Capability of EMS Trauma Care

Meeting Date:	December 2, 2024
Subject:	Council consideration and approval of the receipt of South Carolina Department of Public Health State Appropriated Trauma Funds to be used for increasing the capability of EMS trauma care in the amount of \$11,344.40 for fiscal year 2024-2025.
Recommendation:	The Council approves the receipt of the South Carolina Department of Public Health grant in the amount of \$11,344.40 to be used to increase the capability of EMS trauma care and to authorize the County Administrator to execute all documents for the receipt of the grant funds.

Description: The SC Department of Public Health distributes state appropriated trauma funds in accordance with Section 31.22 of the Part IB Provisos of the 2024-2025 Appropriations Act, S.C. Code Ann. Sec. 44-61-540, and S.C. Code Ann. Regs. 61-116 Sec. 1201. The funds are to be utilized to increase the capability of EMS trauma care providers from counties with a high rate of traumatic injury deaths to care for injury patients, and for support of the trauma system. Jasper County's allocation for Fiscal Year 2024-2025 is \$11,344.40. Chief Wells has determined that the funds will be used for training and education of trauma care providers.

Recommendation: Staff recommends that the County Council approves the receipt of the South Carolina Department of Public Health grant in the amount \$11,344.40 to be used for training and education of Jasper County trauma care providers and to authorize the County Administrator to execute all documents for the receipt of the grant funds.

Attachments:
South Carolina Department of Public Health Trauma Funds grant award letter



October 7, 2024

Jasper County Government
Attention: Andrew Fulghum
PO Box 1149
Ridgeland, SC 29936

Re: Trauma Funds (Highest Mortality) – SFY'2025

Dear Mr. Fulghum:

The South Carolina Department of Public Health (“DPH”) distributes state appropriated trauma funds in accordance with Section 31.22 of the Part IB Provisos of the 2024-2025 Appropriations Act, S.C. Code Ann. § 44-61-540, and S.C. Code Ann. Regs. 61-116 § 1201. The funds must be utilized as outlined in these documents, and for increasing the capability of EMS trauma care providers from counties with a high rate of traumatic injury deaths to care for injury patients, and for support of the trauma system. Jasper County's allocation for Fiscal Year 2024-2025 is determined to be \$11,344.40.

Proviso 117.21 in the Miscellaneous Provisions section of the Act states: “Each state agency receiving funds that are a direct appropriation to a non-profit organization, prior to disbursing the funds, shall require from each recipient organization a plan of how the state funds will be spent and how the expenditures will provide a public benefit. The Executive Budget Office, Department of Administration shall provide each state agency with a standard form for collecting the information required. After receiving the funds, non-profit organizations shall provide quarterly spending updates to the respective state agency. After all state funds have been expended, each organization shall provide an accounting of how the funds were spent, including an accounting of funds provided to subgrantees and affiliated non-profits.”

Please visit our website, <https://dph.sc.gov/professionals/healthcare-quality/contribution-and-distribution-expenditure-program>, to download the required forms.



Your first quarterly spending update will be due January 15, 2025 and quarterly spending update shall end after all funds have been expended and a final quarterly spending update has been provided.

Disbursement of these funds will take place once we receive the signed agreement and the completed Disbursement Request Form. No funds shall be disbursed to organizations or purposes which practice discrimination against persons by virtue of race, creed, color, or national origin.

Please remember to timely submit such information to DPH should your organization receive EMS funds.

Code Section 11-9-110 requires that an organization receiving funds submit to the Executive Budget Office and the Revenue and Fiscal Affairs Office by the end of the fiscal year (June 30, 2025) a detailed statement explaining the nature and function of its organization as well as a detailed statement explaining the use that was made of the funds. Funds will not be distributed to an organization until it agrees in writing to allow the State Auditor to audit or cause to be audited the Funds.

It is preferred that the above documentation be sent electronically to TRAUMA@DPH.SC.GOV. If that is not feasible, please mail to Sable Land, DPH-Trauma, PO Box 101106, Columbia, SC 29211.

Please contact Sable Land at (803) 545-4486 or email at landsb@dph.sc.gov if you have any questions or need further assistance.

Sincerely,

Gwen Thompson
Deputy Director of Healthcare Quality



I agree to provide the required documentation outlined in this letter. I agree to allow the State Auditor to audit or cause to be audited the funds. I am a representative of _____ authorized to legally commit this organization.

Print Name (Authorized Party)

Signature (Authorized Party)

Date



Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)

Ridgeland, SC 29936

Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

20, November 2024

To: Honorable Jasper County Council Members

Re: Request for Administrator to accept SCDPH grant funds

Greetings Council Members,

Jasper County Emergency Services has received a grant award in the amount of \$11,344.40. This grant is from the South Carolina Department of Health. Our intention is to utilize these funds to provide tuition coverage for two personnel to attend Paramedic School. We are requesting that the administrator be authorized to sign and accept these funds.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Russell W. Wells'.

Russell W. Wells

AGENDA

ITEM # 25



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Administrator's Report December 2, 2024

1. Exit 3 Project:

Our Sept. 13 request of the SC Infrastructure Bank Board (SIB) was approved by the SIB on Nov. 20 and an additional \$35 Million grant authorized. I will provide a brief review of the project financing as the project has evolved over time.

2. Levy Sewer Project:

The Environmental Protection Agency (EPA) Community Change Grant application for funding to extend sanitary sewer to the Levy community was made on Nov. 21.

The grant application process involved the following team:

- Consultant Heather Rath
- LCOG staff Michelle Knight, Stephanie Rossi, and Jessica Dailey
- BJWSA staffer Charlie Stone
- Development Services Division Director Danny Lucas
- Administrative Services Division Director Kim Burgess

I have asked Ms. Heather Rath to present an overview of the scope of the proposed project, grant requirements, and a period in which we will receive a response from the EPA.

The County Administrator's Progress Report and any miscellaneous correspondence, agendas, and minutes follow this report.



September 13, 2024

VIA EMAIL

Mr. John B. White
Chairman
South Carolina Transportation Infrastructure Bank
955 Park Street
PO Box 191
Columbia, South Carolina 29202-0191

Re: Exit 3 and Parkway North - Supplemental Financial Assistance Request

Dear Chairman White,

On behalf of the City of Hardeeville, South Carolina (the "City") and Jasper County, South Carolina (the "County" and together with the City, the "Project Sponsors"), we write in response to Rob Tyson's letter dated August 15, 2024. Please consider this correspondence as a reaffirmation of our August 1, 2024, letter (see copy attached) and formal request for consideration by the South Carolina Transportation Infrastructure Bank (the "Bank"). We have prepared this letter working in cooperation with the property owner, SLF III – Hardeeville, LLC (the "Owner").

The Bank is aware of the latest cost projections for the Exit 3 project, which represent a significant increase from previous estimates and leaves the Project with a funding gap of \$45,000,000 (the "Funding Gap"). The Project Sponsors are, unfortunately, not equipped to absorb the cost increases and have relied on the Owner to propose solutions. The City and the County support the following suggestions to mitigate the cost increases:

1. Revise the Loan such that it has a 25-year term with an expected draw of the full \$28.096 million. A model provided by the Owner team¹ supports the sufficiency of the project TIF revenues to repay the estimated debt service on the modified Loan. The final repayment schedule on the modified Loan will be subject to the approval of the Project Sponsors and the Bank.
2. Increase the amount of the Grant by \$35,000,000.

Please be advised that the Project Sponsors are committed to support the efforts of the Owner, to secure additional contributions from the State of South Carolina and its agencies and from other sources to be used

¹The enclosed report entitled "RiverPort Exit 3 \$28.096 million SCTIB Loan Repayment Tax Increment Model Solution 25-year Loan Term Based on Adopted Fiscal Year 2023 Millage" dated May 30, 2024 (the "Repayment Model Report") is in draft form as was prepared by the Owner's consultant DPGF. It is expected that a final report will be prepared by the City's consultant Water Street Public Finance.

Mr. John B. White
Page 2

to the pay the Funding Gap, and the Owner team has provided assurances to the Project Sponsors that the Owner will continue to seek additional sources of funding.

To provide more specifics regarding the \$45,000,000 Funding Gap and the pro rata sharing of costs, please see the enclosed Cost Comparison Analysis compiled by the Owner. At the time of the approval of the Grant and the Loan by the Bank in July 2020, the estimated total cost of the Exit #3 Proper Project, the Parkway North Project and Parkway South Project (collectively, the "Projects") was \$82,460,624, of which the Bank would have funded 68% of such costs and the Local Match would have been 32% of such costs. The current estimated total cost of the Projects is \$163,397,240, which is an increase of \$80,926,616. If the Bank agrees to the Project Sponsors requests set forth in this letter, the Bank will fund 56% of the total costs and the Local Match will fund 44% of such costs.

With respect to DOT's required timing for the complete funding plan and the permits, please see Secretary Powell's letter to you dated August 27, 2024. Finally, the Owner has advised the Project Sponsors that the Owner has multiple attorneys and other professionals working daily on securing the permits. It is expected that all federal and State permits will be obtained to timely meet Secretary Powell's deadlines.


The Jasper County Council has had two of the required three readings of an ordinance approving these requests being made of the Bank and has scheduled the third reading and public hearing to occur on September 16, 2024. The City has previously approved the funding of the Loan in the amount of up to \$28,095,903.

Please do not hesitate to contact Michael Czymbor at mczymbor@hardeevillesc.gov (843) 784-2231 or Andrew Fulghum at afulghum@jaspercounty.sc.gov (843) 717-3690 with any questions or if you need or desire additional information.

Sincerely,



Andrew P. Fulghum
County Administrator
Jasper County



Michael L. Czymbor
City Manager
City of Hardeeville

cc: South Carolina Transportation Infrastructure Bank Board of Directors
Justin P. Powell

EXIT 3

**Fully supported by Governor McMaster*

**Recognized as a “transformative” rural economic development project*

**Creates 13,500 new jobs*

**\$3.5B Economic Impact*

**\$115M annual tax revenues for the City, County and school district*

**Construction will coincide with SCDOT’s I-95 widening project*

**Of the total project cost, local governments and developer are contributing 44%.*

**Local governments have agreed to borrow the entire amount of the loan originally agreed to by SCTIB, or \$28.1 million.*

Exit 3 - Original SCTIB Approval - July 2020		
Item	Amount	% of Total Costs
SCTIB Grant	\$ 28,095,903	
SCTIB Loan	\$ 28,095,903	
Total SCTIB Funds	\$ 56,191,806	68%
Local Match	\$ 26,268,818	32%
SCDOT Funds	\$ -	0%
Total Project Costs	\$ 82,460,624	100%

Exit 3 - Updated Costs - Proposed Pro-Rata		
Item	Amount	% of Total Costs
SCTIB Grant	\$ 63,095,903	
SCTIB Loan	\$ 28,095,903	
Total SCTIB Funds	\$ 91,191,806	56%
Local Match	\$ 72,205,434	44%
SCDOT Funds	\$ -	0%
Total Project Costs	\$ 163,397,240	100%

Bottom Line		
Construction Costs Increase	\$ 80,936,616	100%
SCTIB Funding	\$ 35,000,000	43%
Local Sponsors Funding	\$ 45,936,616	57%

Grant reduction opportunities

**SCTIB will recover all cost savings when project is complete*

**SCTIB will receive any additional funding secured from other sources*

Why the additional Grant request makes good fiscal sense for the State

**SCTIB approved (7/2020) funding at 68% participation or \$56,191,806 of the total cost, or \$82,460,624. Local participation was 32%, or \$26,268,818.*

**Construction costs increased \$80,936,616.*

**If SCTIB were to participate at the same percentage (68%), the additional SCTIB funding would be \$54,918,317.*

**Sponsors are only asking SCTIB to contribute an additional \$35,000,000 of the new increased costs or 43%.*

FEDERAL AGENCY AND OFFICE: U.S. Environmental Protection Agency, Office of Environmental Justice and External Civil Rights (OEJECR)

FUNDING OPPORTUNITY TITLE: Environmental and Climate Justice Community Change Grants Program

ANNOUNCEMENT TYPE: Notice of Funding Opportunity (NOFO)

FUNDING OPPORTUNITY NUMBER: EPA-R-OEJECR-OCS-23-04

ASSISTANCE LISTING NUMBER: 66.616

IMPORTANT DATES:

November 21, 2023	NOFO Opening Date
November 21, 2024	Application Closing Date
March 2024	Initial Award Selections
May / June 2024	<u>Anticipated</u> Start of Period of Performance for Initial Selections

DEADLINE: Application packages will be accepted on a rolling basis, as further explained in the NOFO, until November 21, 2024, at 11:59 PM (Eastern Time) through Grants.gov. Applications received after the closing date and time will not be considered for funding.

In alignment with EPA’s commitment to conducting business in an open and transparent manner, copies of applications selected for award under this NOFO may, as appropriate, be made publicly available on the OEJECR website or other public website for a period after the selected applications are announced. Therefore, applicants should clearly indicate which portion(s) of the application, if any, they are claiming contains confidential, privileged, or sensitive information. As provided at 40 CFR § 2.203(b), if no claim of confidential treatment accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to the applicant.

NOTE: Prior to naming a contractor (including consultants) or subrecipient in your application as a “partner,” please carefully review Section IV.d, “Contracts and Subawards,” of EPA’s Solicitation Clauses that are incorporated by reference in this NOFO in Section I.J. EPA expects recipients of funding to comply with competitive procurement contracting requirements as well as EPA’s rule on Participation by Disadvantaged Business Enterprises in EPA Programs in 40 CFR Part 33. The Agency does not accept justifications for sole source contracts for services or products available in the commercial marketplace based on a contractor’s role in preparing an application or a firm or individual’s “unique” qualifications.



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800*

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

Progress Report November 5, 2024 – December 2, 2024

1. Levy Sewer Project:
EPA grant submitted on Nov. 21. I will provide a report on this matter during the Administrator's Report section of your meeting on Dec. 2
2. Orientation for Newly Elected Councilmembers:
Conducted orientation sessions for Councilman VanGeison and Councilman Arzillo on Nov. 12.
3. SC City and County Managers Association (SCCCMA):
Reviewed scholarship applications. Attended Scholarship Committee meeting on Nov. 21 to discuss applications and schedule applicant interviews.
4. Engineering Services Director Position:
Informed Council of hiring decision. Discussed future press release with HR Director.
5. Capital Projects:
Attended a meeting with County staff and representatives from MB Kahn on Oct. Nov. 13 to review the status of active projects. Met with MB Kahn and Jasper Animal Rescue Mission (JARM) representatives on Nov. 19.

Several meetings and conference calls re: financing of pumpers, library renovation, and potential defeasance of bond debt.
6. Economic Development Projects:
Met with SCA staff, outside counsel, and the County Attorney on Nov. 6 and 13 and scheduled to meet again on Nov. 27 to review active economic development projects. Met with economic development team and a prospect on Nov. 12. Attended South Atlantic Logistics Terminal (SALT) groundbreaking ceremony on Nov. 14.

7. Exit 3:

Attended SC Transportation Infrastructure Bank Board (SIB) meeting in Columbia on Nov. 20. Will provide an update during Dec. 2 County Council meeting.

8. Other Meetings/Events Attended or Scheduled to Attend:

Meet and greet for Mr. Joshua Gruber in Hardeeville on Nov. 8, South Atlantic Logistics Terminal (SALT) celebration dinner in Bluffton on Nov. 13, SC Port Ambassadors training in Greer, SC on Nov. 15, County Council special meeting on Nov 18, Jasper County Chamber of Commerce's Big Thursday Oyster Roast on Nov. 21, and AED training on Nov.25.



JASPER COUNTY COUNCIL
NEW COUNCILMEMBER ORIENTATION MEETING
Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
COUNCIL CONFERENCE ROOM
November 12, 2024 @ 2PM

Orientation Agenda

- I. County Administrator -Mr. Andrew Fulghum**
- Introduction of County Staff
 - County Government Organization
 - Communication Channels
 - Annual Cycle of Significant Events
 - Controlling Documents
 - State Ethics Commission
 - Economic Development
- II. Clerk to County Council – Ms. Wanda Giles**
- Councilmember Information
 - South Carolina Association of Counties
- III. Administrative Services Director – Ms. Kimberly Burgess**
- Budget Process/Timeline
 - Annual Comprehensive Financial Report (ACFR)
 - Financial Statement Process
 - Expense Reimbursement Process
 - Procurement Process
- IV. Human Resources Director – Ms. Nicole Holt**
- New Hire Paperwork
 - Policies & Procedures Manual
 - Employee relations-routed through Mr. Fulghum
- V. County Attorney – Mr. David Tedder**
- Excerpts from County Government Handbook/S.C. County Attorneys
 - Excerpts from Jasper County Code of Ordinances
 - Current litigation
 - Current threatened litigation/recurring issues/projects
 - Oaths of Office and Swearing-In Procedure

CONSENT AGENDA

ITEMS # 26-28



Jasper County Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Giles
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	12.02.2024
Project:	Board of Zoning Appeals Reappointment
Request:	To reappoint a current Board of Zoning Appeals Member
New Appointment For:	N/A
Reappointment For:	Seat # 04-BZA
Recommendation:	Approval of a Reappointment of 1 Current BZA Member

Description:

We have one (1) current 1 BZA Board Member that needs to be reappointed to the 04-BZA seat for a 4-year term:

Barbara Bartoldus – Seat # 04-BZA

Staff Request: We ask that the current member be reappointed to their current seats with the noted term end dates shown below in order to keep the staggered terms on schedule:

Seat # 04-BZA – Barbara Bartoldus With a term end date of 12.31.2028

Thank you for your consideration.

Wanda

DUE TO THE COVID-19 CONSIDERATIONS, ALL **IN-PERSON COUNCIL MEETINGS** MAY BE REPLACED WITH EITHER **ELECTRONIC OR HYBRID ELECTRONIC/PHYSICAL MEETINGS**

Watch Live via YouTube at:

https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

PROPOSED

2025 County Council Meeting Schedule

THE JASPER COUNTY COUNCIL MEETS ON THE FIRST MONDAY OF EACH MONTH AND THE THIRD MONDAY OF EACH MONTH FOR EXECUTIVE SESSION AT 5:30PM AND AT **6:30PM** FOR THE REGULAR COUNTY COUNCIL MEETING SESSION. IF THE FIRST OR THIRD MONDAY FALLS ON A HOLIDAY, THE COUNCIL WILL MEET ON **TUESDAY** OF THAT WEEK.

Regular Session Council Meeting Date and Time Schedule

- JANUARY 6, 2025 - 6:30PM
- JANUARY 21, 2025 - 6:30PM (Tuesday)
- FEBRUARY 3, 2025 - 6:30PM
- FEBRUARY 18, 2025 - 6:30PM (Tuesday)
- MARCH 3, 2025 - 6:30PM
- MARCH 17, 2025 - 6:30PM
- APRIL 7, 2025 - 6:30PM
- APRIL 21, 2025 - 6:30PM
- MAY 5, 2025 - 6:30PM
- MAY 19, 2025 - 6:30PM
- JUNE 2, 2025 - 6:30PM
- JULY 21, 2025 - 6:30PM
- AUGUST 18, 2025 - 6:30PM
- SEPTEMBER 2, 2025 - 6:30PM (Tuesday)
- SEPTEMBER 15, 2025 - 6:30PM
- OCTOBER 6, 2025 - 6:30PM
- OCTOBER 20, 2025 - 6:30PM
- NOVEMBER 3, 2025 - 6:30PM
- NOVEMBER 17, 2025 - 6:30PM
- DECEMBER 1, 2025 - 6:30PM

DATES AND TIMES ARE SUBJECT TO CHANGE

SPECIAL MEETINGS CAN BE CALLED WITH 24 HOURS PUBLIC NOTICE

FOR ADDITIONAL INFORMATION CONTACT: 843-717-3696

EQUAL OPPORTUNITY EMPLOYER - SPECIAL ACCOMODATIONS AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES



JASPER COUNTY COUNCIL COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Bldg.
358 3rd Avenue, Ridgeland, SC 29936

Monday, August 19, 2024

MINUTES

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark; Councilman John Kemp and Councilman Rowell

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Chief Russell Wells, Kimberly Burgess, Nicole Holt, Arthur Benjamin and Videographer Jonathan Dunham.

1. Call to Order:

Chairman Sauls called the meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

2. Executive Session SECTION 30-4-70.

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

1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – [County Council - SC Public Employee Benefit Authority \(PEBA\) – State Health Plan](#)

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [Exit 3; Project Telfair; Tax Map # 087-00-04-001; 252 Russell Street; Legacy Funeral Home Vehicle Rental; Nickel Plate MCIP; City of Hardeeville v Jasper County; USCB MCIP; Treasurer - SC App Case No. 2021-000941; Premium Pay; Opioid Litigation; Jasper Animal Rescue Mission \(JARM\) Lease; Jasper County v Western Surety Company](#)

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – [Prospect Update; Project Mr. C; Moffett Solar II; Project Veggie](#)

Motion to go into executive session: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

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

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

3: Return to Open Session at 6:30PM

The Council returned to open session.

- **3.1 Action coming out of Executive Session**

Chairman Sauls asked if there were any motions coming out of executive session.

Motion # 1:

Motion to move to ratify the amendment of the Tolling Agreement executed by the Administrator extending the status of limitations in the Nickel Plate matter: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

Motion # 2:

Motion to move to ratify the Option Agreement for the property located at 252 Russell St., Ridgeland, Tax map parcel number 063-26 -02-003: Councilman Rowell

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

Motion # 3:

Motion to move to ratify the actions of the County Administrator in the opting in to the Opioid Class Action National Settlement with Kroger as recommended by their retained legal counsel: Councilman Rowell

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

Chairman Sauls noted as a result of the South Carolina Appellate Case Number 2021-00094, Councilmembers were in full agreement, as well as staff, to have a workshop with the County Treasurer to go through the County

accounts to allow access and/or signing control for what is statutorily allowed. He noted that they would be doing that since the case is no longer in force. He said they would get with the Treasurer to have a workshop with Council to go through the accounts.

Vice Chairwoman Clark noted that this was where they were picking up from, which was where they had stopped when the lawsuit was filed. She said this is exactly what they were trying to do.

4. Pledge of Allegiance and Invocation: The Pledge of Allegiance was recited and Chairman Sauls gave the invocation.

5. Approval of the Consent Agenda Items:

Approval of Consent Agenda passes all Consent Agenda Items. Consent Agenda Items are not considered separately unless any Councilmember so requests. In the event of such a request the item is placed at the end of the Public Hearings, Ordinances and Action Items.

Motion to approve the Consent Agenda with removing item numbers 18, 19, 20,21, and 22 and placing them on the regular agenda: Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

6. Approval of the Regular Agenda:

Motion to approve: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

PRESENTATIONS

7. Presentations:

• **Chief Russell Wells, Director of Emergency Services – Discussion of Tropical Storm Debby**

Chief Wells gave an update and overview of the ongoing situation with Tropical Cyclone Debby. He discussed rainfall, flash flooding, calls for service, infrastructure damage, and damage assessment teams.

• **Keith Hughes, Director of JARM – Jasper Animal Rescue Mission Update**

Mr. Hughes, Director of JARM discussed the ongoing of the Jasper Animal Rescue Mission, how well the Volunteers were doing, and the future that they see for JARM. He discussed the temporary fostering of animals during Tropical Cyclone Debby and noted how the facility handled the storm.

- **Mike Skinner, Treasurer- Treasurer’s update on the pending litigation**

Mr. Skinner was not present, but Mr. Ronnie Richter, Attorney representing Treasurer Skinner. He noted that at the last scheduled Council Meeting the Council never got to hear about the update of pending litigation from Treasurer Skinner’s perspective. He noted that today he wanted to provide an update of the pending litigation from Mr. Skinner’s perspective. For further information on this item please see the video our website at: https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

PROCLAMATION

8. Chairman Sauls – Proclamation presentation to the daughter of Mr. Reid, Takisha Reid, declaring September 21, 2024, as “Robert Reid Day” for Tarboro citizen Robert Reid.

Vice Chairwoman Clark Sauls read the proclamation for the record and presented the Proclamation to Ms. Takeisha Reid.

RESOLUTIONS

9. Kimberly Burgess – Consideration of Resolution [#R-2024-23](#) to declare Sheriff Department property, Business License Department property, and Ridgeland-Claude Dean Airport property to be surplus and authorize its sale or disposition pursuant to Section 2-425 of the Jasper County Code of Ordinances.

Ms. Burgess was present to review and discuss this request for consideration of Resolution [#R-2024-23](#) to declare Sheriff Department property, Business License Department property, and Ridgeland-Claude Dean Airport property to be surplus and authorize its sale or disposition as follows:

Sheriff Department:

- 1) 1986 US Coast Guard Aluminum Hull, HID# MAK402741086, with one (1) Honda 130HP Outboard Motor, serial# BZBE-1500708, and one (1) Honda 130HP Outboard Motor, serial# BZBE-1500823. Currently stored at 411 MarineCom, Inc. in Hardeeville, SC with a storage bill of over \$45,000. This equipment is non-operational.
- 2) Boston Whaler, HID# US-BWG5J434F900WB, with one (1) Honda 130HP Outboard Motor, serial# BZBE-1401630. Currently at Jasper County Sheriff’s Office CID Impound Yard. This equipment is non-operational.

Business License Department:

- 3) 2008 Chevrolet Colorado LT 4x4 Extended Cab 6 ft. box, VIN 1GCDT49E688192729. The vehicle mileage is in excess of 82,000 miles and the air conditioner no longer works.

Ridgeland-Claude Dean Airport:

- 4) Hali-Brite 18-inch Windssock s/n 17638, model L807-S1-IN-120—ON-5. The 18- inch windssock was installed in 2018 and replaced in 2022 with a 36-inch lighted windssock. The Hali-Brite is in working order but no longer required at the airport.

Motion to approve: Councilman Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

10. [Kimberly Burgess](#) – Consideration of Resolution [#R-2024-24](#) Electing the “Standard Allowance” for the Experienced Revenue Loss and Authorizing Expenditures from the American Rescue Plan Funds.

Ms. Burgess was present to review and discuss this request for consideration of Resolution [#R-2024-24](#) Electing the “Standard Allowance” for the Experienced Revenue Loss and Authorizing Expenditures from the American Rescue Plan Funds. She noted that this was part of the ARPA funds received in 2022 and have until December of 2024 to designate what the remaining funds will be spent for. Two identified projects for expenditures to provide \$150,000.00 to Jasper County Neighbor’s United for affordable housing; and renovation of the Pratt Memorial Library.

Motion to approve: Councilman Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

11. [Andrew Fulghum](#) – Consideration of Resolution [#R-2024-25](#) authorizing the addendum to an existing employer resolution regarding participation in the State Insurance Benefits Program – County Council Member Coverage.

Mr. Fulghum was present to review and discuss this request for consideration of Resolution [#R-2024-25](#) authorizing the addendum to an existing employer resolution regarding participation in the State Insurance Benefits Program – County Council Member Coverage dealing with PEBA, and was not a compensation change.

Motion to approve: Councilman Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

12. [Lisa Wagner](#) - Consideration of the [1st reading](#) of an Ordinance to amend the Official Zoning Map of Jasper County so as to apply the Solar Farm Floating Zone to properties bearing Jasper County Tax Map Numbers 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003, and 059-00-01-033, as shown on the Moffett Solar II Concept Plan, prepared by Wood., dated May 2024, located along Grays Highway, Firetower Road and Langfordville Road.

Ms. Wagner was present to review and discuss this request for consideration of the 1st reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to apply the Solar Farm Floating Zone to properties bearing Jasper County Tax Map Numbers 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003, and 059-00-01-033, as shown on the Moffett Solar II Concept Plan, prepared by Wood.

Ms. Wagner noted that Moffett Solar II, LLC was requesting that the Solar Farm Floating Zone (SFFZ) be applied to the subject properties as depicted on the Concept Map prepared for Moffett Solar II, LLC. The project site consists of approximately 740 acres.

The site itself is bounded by Grays Highway to the east, Firetower Road to the north, and Langfordville Road to the west. Moffett Solar II, LLC is proposing a 74.9 megawatt (MW) solar farm. The electricity that will be generated from the photovoltaic (PV) solar panels will interconnect into Santee Cooper's existing electrical grid. The anticipated project life is 40 years.

In accordance with the SFFZ Ordinance, a concept plan has been prepared which depicts the setbacks, buffers, access roads, areas of wetlands, and areas where the solar panels will be located. As shown on the concept plan, a 100' vegetated buffer is proposed along Grays Highway, Firetower Road, and Langford Road. Where the property abuts residential properties, a 200' vegetated buffer is proposed and a 50' vegetated buffer is proposed along properties that are zoned Rural Preservation, which are all heavily forested. Other buffers include a 50' riparian buffer around all wetlands. In addition to the buffers, a 25' setback will be established along the interior of the bufferyards.

The solar farm will have approximately 5 pods of solar panels. Each pod will be fenced in, creating a wildlife corridor and leaving the wetlands undisturbed. Moffett Solar II entered into a Purchase Option Agreement with the property owner, TRR Real Estate, LLC on December 18, 2017, for the purpose of developing a solar farm. TRR Real Estate intends to retain a portion of parcel number 059-00-01-002, which will be subdivided at the time of purchase or contemporaneous with the purchase of the property. The buyer and the seller have also agreed through a Memorandum of Understanding (MOU), that the bufferyard and setback requirement will be reduced to 0' once the new boundary line is created for parcel number 059-00-01-002. Although security fencing will be constructed, both parties agree solar panels will not need to be screened from view for the remaining TRR Real Estate property.

The Planning Commission recommends approval for the Solar Farm Floating Zone to be applied to parcel numbers 050-00-06-002, 050-00-06-005, 059-00- 01-002, 059-00-01-003, and 059-00-01-033, and also recommends that County Council require the applicant to develop a soil monitoring plan to ensure that this project does not produce any type of surface or ground water contamination or other environmental impacts. Councilman Kemp asked if there were any concerns on the Planning Commission. Ms. Wagner addressed this topic for him. She noted that the public hearing has been scheduled for September 3rd.

Motion to approve: Councilman Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

13. David Tedder – Consideration of the **1st reading** of an Ordinance authorizing the sale of TMS 048-00-01-026, approximately five (5) acres, to Gopher Hill Holdings, LLC, or its assigns, and to authorizing the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to Gopher Hill Holdings, LLC, or its assigns, and matters related thereto.

Mr. Tedder was present to review and discuss this request for consideration of the 1st reading of an Ordinance authorizing the sale of TMS 048-00-01-026, approximately five (5) acres, to Gopher Hill Holdings, LLC, or its assigns, and to authorizing the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to Gopher Hill Holdings, LLC, or its assigns. He noted that property was in Cypress Ridge Industrial Park that has been sitting vacant for some time.

Motion to approve 1st reading of this ordinance of TMS 048-00-01-026, approximately five (5) acres:

Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

14. David Tedder – Consideration of the **2nd reading** of Ordinance [#O-2024-17](#) Amending Jasper County Ordinance #O-2023-20 by Authorizing and Approving Modified Terms of a Loan from the South Carolina Transportation Infrastructure Bank; Authorizing and Approving Documents to Reflect the Modified Loan; Authorizing and Approving Modifications to an Intergovernmental Agreement among Jasper County, South Carolina, the City of Hardeeville, South Carolina and the South Carolina Transportation Infrastructure Bank; and Other Related Matters. (*Exit 3*) (*1st reading 07.15.2024*)

Mr. Tedder was present to review and discuss this request for consideration of this ordinance pertaining to Exit 3 for a consideration of the 2nd reading of Ordinance #O-2024-17 Amending Jasper County Ordinance #O-2023-20 by Authorizing and Approving Modified Terms of a Loan from the South Carolina Transportation Infrastructure Bank; Authorizing and Approving Documents to Reflect the Modified Loan; Authorizing and Approving Modifications to an Intergovernmental Agreement among Jasper County, South Carolina, the City of Hardeeville, South Carolina and the South Carolina Transportation Infrastructure Bank; with a change in the term of the loan.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

15. Kimberly Burgess – Consideration of the **1st reading** of a Budget Amendment by Title Only to Amend Jasper County Ordinance O-2023-09 For Fiscal Year 2024 Jasper County Budget To Provide For Amendments To The Budget And To Carryover Approved Lapsing Funds To Fiscal Year 2025, And To Amend Jasper County Ordinance O-2024-13 For Fiscal Year 2025 Jasper County Budget To Provide For

Amendments To The Budget Resulting From The Carryover Of Approved Lapsing Funds From Fiscal Year 2024.

Ms. Burgess was present to review and discuss this request for consideration of the 1st reading of a Budget Amendment by Title Only to Amend Jasper County Ordinance O-2023-09 For Fiscal Year 2024 Jasper County Budget To Provide For Amendments To The Budget And To Carryover Approved Lapsing Funds To Fiscal Year 2025, And To Amend Jasper County Ordinance O-2024-13 For Fiscal Year 2025 Jasper County Budget To Provide For Amendments To The Budget Resulting From The Carryover Of Approved Lapsing Funds From Fiscal Year 2024.

Councilman Rowell asked if they would have the amounts and numbers at the September meeting. Councilman Kemp said he would like to table until they had the numbers so they could see what they were working with.

Motion to table: Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

16. [Ryan Romano](#) – Consideration of the [1st reading](#) of an Ordinance authorizing the Execution and Delivery of a Development Agreement for Moffett Solar II Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code Of Ordinances Of Jasper County; Approving a Technical Amendment to Ordinance O-2024-11 A; Authorizing The Chairman Of Jasper County Council To Execute A Development Agreement; And Other Related Matters.

Mr. Tedder was present to review and discuss this request for consideration of the 1st reading of an Ordinance authorizing the Execution and Delivery of a Development Agreement for Moffett Solar II Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code Of Ordinances Of Jasper County; Approving a Technical Amendment to Ordinance O-2024-11 A; Authorizing The Chairman Of Jasper County Council To Execute A Development Agreement. Mr. Tedder noted that this was for the Development Agreement only. He noted that there would be two public hearings in the month of September.

Motion to approve: Councilman

Second: Councilman

Vote: Unanimous

The motion passed.

16A. [Danny Lucas](#) – Approval of the Proposed Purchase through a Public Purchasing Cooperative as Provided in Section 2-441 of the Jasper County Code of Ordinances for an Exmark Lazer Z- Diesel Mower Model: LZS88CDYM96RW0 for SkyBlue Aviation.

Mr. Lucas was present to review and discuss this request for consideration of proposed purchase through a Public Purchasing Cooperative as provided in Section 2-441 of the Jasper County Code of Ordinances for an Exmark Lazer Z- Diesel Mower Model: LZS88CDYM96RW0 for SkyBlue Aviation. Mr. Lucas also discussed the need for a trailer for the mower. Chairman Sauls asked if he had asked Engineering Services if they had a trailer that would work. The sizes and usage of equipment were discussed.

Motion to approve: Vice Chairwoman Clark

Second: There was no second to the motion.

The motion failed for the lack of a second.

16B. Kimberly Burgess –Approval of Axon Enterprises, Inc. Contract Revision for Seventy-Seven (77) Body Cameras and Seventy-Seven (77) Tasers for the Sheriff Department and Authorize County Administrator to Execute the Contract Effective October 1, 2024.

Ms. Burgess was present to review and discuss this request for consideration of the Axon Enterprises, Inc. Contract Revision for Seventy-Seven (77) Body Cameras and Seventy-Seven (77) Tasers for the Sheriff Department and Authorize County Administrator to Execute the Contract Effective October 1, 2024.

Ms. Burgess noted that Jasper County currently has a contract with Axon Enterprises, Inc. for body cameras and tasers. The Sheriff Department would like to revise the current contract to replace current body cameras with new body cameras at no charge, to add an additional twelve cameras for a total price of \$11,003.04 (including sales tax), and to provide training for the new body cameras and tasers for a total price of \$16,500.00. The new bundled contract price is \$1,724,911.93 and provides credits totaling \$49,291.57. The total net price of the new contract is \$1,703,123.40 (including the additional cameras and training programs) payable annually over five years. She also explained the benefits of this request.

Sheriff Hipp explained the need for this equipment and how vital it is to the citizens and to the person carrying them and overviewed how they work. Chief Deputy Crosby explained the use of grants that helped pay for this, how they came to get the first cameras that outfitted every Deputy when Sheriff Hipp took office, he also discussed how the cameras have two-way voice communication. He noted they can log in and watch the camera live while Deputies are on a call.

Motion to approve: Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

16C. Andrew Fulghum – Approval of Independent Contractor Agreement / Social Media / Marketing. (Sol Freedom Marketing LLC)

Mr. Fulghum was present to review and discuss this request for consideration of approval of Independent Contractor Agreement / Social Media / Marketing (Sol Freedom Marketing LLC). This is an agreement for Social Media and Marketing Services and was discussed at a previous meeting, and Councilman Rowell had

a chance to speak with the. Mr. Fulghum noted this was a 1 year contract and asked that he be allowed to negotiate the contract with Sol Freedom Marketing LLC.

Motion to approve: Councilman Rowell

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

16D. [Kimberly Burgess](#) – Approval of Revised Southern Health Partners Contract Providing Inmate Health Care with an Increase in Staffing and Access to a Psychiatric Nurse Practitioner on an As Needed Basis for FY2025 Budget and Authorize County Administrator to Execute the Contract Effective September 1, 2024.

Ms. Burgess was present to review and discuss this request for consideration of this request. She noted that Jasper County is in the fifth year of an inmate health care contract with Southern Health Partners.

The terms of the contract include an annual 3% increase upon automatic renewal and an increase in the per diem rate, which is the daily rate per inmate over an agreed upon number of inmates. The FY25 base contract amount beginning July 1, 2024, is \$22,382.96 and the per diem rate is \$0.97.

The Detention Center Director, with concurrence of the Chief Procurement Officer and the County Administrator, has requested amendments to the contract as follows:

- Additional Southern Health Partners staffing hours from 12 hours per day, 7 days per week, to a new schedule of 16 hours per day, 7 days per week, which will increase the monthly amount to \$28,061.36; and
- A provision for psychiatric nurse practitioner services on an as-needed basis, upon request, to be billed at an hourly rate of \$150 with costs going into the pool accounting. Pool accounting is a provision in the contract that provides that Southern Health Partners pays the first \$25,000 of outside inmate medical care, i.e., hospital or doctor, and the County is responsible for any outside inmate medical care expenses greater than \$25,000 upon approval by the County.

The additional costs to the contract will be paid under the current FY25 budget from account 2710- MEDICAL SERVICES CONTRACT \$306,500, with any overages reclassified from 2680-JUVENILE HOUSING EXPENSE or 2430-EQUIPMENT. Recommendation: The Council approves the revised Southern Health Partners contract and authorizes the County Administrator to execute the contract effective September 1, 2024.

Motion to approve: Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

16E. [Kimberly Burgess](#) – Acknowledgement and ratification of acceptance of School Resource Office Grant.

Ms. Burgess was present to review and discuss this request for consideration of this request. She noted that **the** SC Department of Public Safety awarded Jasper County Sheriff's Office, the implementing agency, a School Resource Grant in the amount of \$578,031 on August 6, 2024, in the amount of \$578,031 for the award period 7/1/2024 – 6/30/2025. Sheriff Donald Hipp has accepted the award on behalf of the Jasper County Sheriff's Office. Recommendation: Staff recommends that the County Council acknowledges receipt of the School Resource Officer Grant Award No. 5R-117-C2700-25 from the SC Department of Public Safety in the amount of \$578,031 for the period 7/1/2024 – 6/30/2025 and ratifies Sheriff Hipp's acceptance of the grant award.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

CITIZEN COMMENTS

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

Scott Yancy - Was present to discuss the pending litigation with Council and the Treasurer, funds and the Treasurer's office.

Citizen - Thanked Council for all they had done on the Euhaw Broad River Area to save the area's history.

Milton Woods - Thanked the Council for what they were doing in the County and for the development in the County.

Janet Shonaugh - Thanked Council for working so hard to develop the County in the proper manner by balancing the demands of growth and future development.

Smittie Cooler - Thanked Council for how they were handling the Zoning Change process.

Citizen - She wanted to discuss matters related to the Treasurer's Office.

Tony Versaille - Discussed his thoughts on Council and County staff.

Mrs. Frazier – Discussed the Coosawhatchie Community Center.

17. Administrator's Report: Mr. Fulghum reviewed the information in his report. There were no Action Items requiring a vote from the Council in the Administrator's Report. Mr. Fulghum asked Ms. Wagner to cover the Euhaw Broad River Planning Area with an update of where things are.

CONSENT AGENDA

18. Danny Lucas –Approval of the Proposed Purchase through a Public Purchasing Cooperative as Provided in Section 2-441 of the Jasper County Code of Ordinances for an Exmark Lazer Z- Diesel Mower Model: LZS88CDYM96RW0 for SkyBlue Aviation. *(This item was moved to the Regular Agenda as Item # 16A)*

19. Kimberly Burgess –Approval of Axon Enterprises, Inc. Contract Revision for Seventy-Seven (77) Body Cameras and Seventy-Seven (77) Tasers for the Sheriff Department and Authorize County Administrator to Execute the Contract Effective October 1, 2024. *(This item was moved to the Regular Agenda as Item # 16A)*

20. Andrew Fulghum – Approval of Independent Contractor Agreement / Social Media / Marketing. (Sol Freedom Marketing LLC) *(This item was moved to the Regular Agenda as Item # 16A)*

21. Kimberly Burgess – Approval of Revised Southern Health Partners Contract Providing Inmate Health Care with an Increase in Staffing and Access to a Psychiatric Nurse Practitioner on an As Needed Basis for FY2025 Budget and Authorize County Administrator to Execute the Contract Effective September 1, 2024. *(This item was moved to the Regular Agenda as Item # 16A)*

22. Kimberly Burgess – Acknowledgement and ratification of acceptance of School Resource Office Grant for Fiscal Year 2025 in the amount of \$578,031 from the South Carolina Department of Public Safety. *(This item was moved to the Regular Agenda as Item # 16A)*

23. Approval of the Minutes 04.15.2024; 04.22.2024; 05.06.2024 and 05.15.2024

END OF CONSENT AGENDA

24. Council Members Comments: Councilmember Comments were given but there were no comments that required action.

25. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II. *Council may act on any item appearing on the agenda including items discussed in executive session. For additional information on this meeting please visit our website for this meeting’s agenda e-packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

26. Adjournment:

Motion to adjourn: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman



**JASPER COUNTY COUNCIL
and
JASPER COUNTY AIRPORT COMMISSION
SPECIAL CALLED WORKSHOP
Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Tuesday, August 20, 2024
MINUTES**

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark; Councilman John Kemp and Councilman Rowell

Staff Present: County Administrator Andrew Fulghum, County Attorney David Tedder, Danny Lucas and Videographer Jonathan Dunham.

Chairman Sauls called the Council and Airport Commission Workshop to order. Chairman Cleland called the Airport Commission Workshop to order, so the County Council and Airport Commission Workshop could be joined together.

The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

Pledge to the Flag and Invocation:

The Pledge to the Flag was recited and Chairman Sauls gave the invocation. Chairman Sauls then turned the Workshop over to Chairman Cleland.

Avery Cleland, Airport Commission Chairman: *Introduction of Guests*

Chairman Cleland thanked everyone for coming and getting together at this workshop. Chairman Cleland also introduced Mike Hodges who was there for any questions, comments, counseling on leases and pertinent information.

Discussion of Airport Matters:

The items discussed for this meeting were as follows:

- Hangar Lease Policy
- Airport Commission Duties and Authority
- Aviation Fuel
- Fee Structure
- Airport Reviews

- Airport Maintenance
- Access to Airport Amenities
- Turf Operating Area
- Airport Security and Emergency Responder Access

For additional information on this meeting please visit our website for this meeting’s agenda e-packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

Adjournment:

Motion to adjourn: Airport Commission Chairman Cleland

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman

AGENDA

ITEMS # 29