
AGENDA ITEM:

XI-E

Ordinance item E



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:	June 6, 2022
Project:	Zoning Map Amendment – Community Commercial
Applicant:	A & W Made 4, LLC
Tax Map Number:	029-39-07-014 and 029-39-07-015
Submitted For:	3 rd Reading
Recommendation:	Planning Commission reviewed this application at their April 12, 2022 Meeting and recommended approval of Community Commercial

Description: The subject properties consist of 0.06 and .11 acres and are both located along Church Road. The Applicant has requested a Zoning Map Amendment to have the properties designated as Community Commercial (CC). Both properties are currently zoned Residential and are undeveloped. The applicant would like to have the properties re-zoned to Community Commercial to allow a restaurant for takeout only.

Analysis: The Zoning Map Amendment application and request is 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 “Urban Transition,” which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation.
- **Adjacent Zoning:** The adjacent parcels are zoned Residential. The city limits of Hardeeville are nearby, but not contiguous to the subject property.
- **Adjacent Land Use:** Adjacent land uses are Residential with some commercial nearby.
- **Traffic and Access:** The subject properties are accessed by an unnamed, county maintained dirt road.

Planning Commission Recommendation: Planning Commission recommends approval of the request to have the property designated as Community Commercial.

Attachments:

1. Application by the applicant
2. Ordinance
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: O-2022-12

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer two (2) properties located along Church Road, bearing Jasper County Tax Map Numbers 029-39-07-014 and 029-39-07-015 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map.

WHEREAS, the owner of the two (2) parcels bearing Jasper County Tax Map Number 029-39-07-014, consisting of approximately .06 acres and Tax Map Number 029-39-07-015, consisting of .11 acres, located along Church Road, has requested rezoning of the parcels on the Official Zoning Map of Jasper County from the Residential Zone to the Community Commercial Zone and the property owner submitted that request to the Jasper County Planning Commission and County Council; 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;

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 .06 acres bearing Jasper County Tax Map Number 029-39-07-014 and approximately .11 acres bearing Jasper County Tax Map Number, 029-39-07-015, located along Church Road, depicted on the Jasper County Official Zoning Map in the Residential Zone shall be transferred to the Community Commercial Zone.

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

Ms. Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # O-2022-12
First Reading: May 2, 2022
Second Reading: May 16, 2022
Public Hearing: May 16, 2022
Adopted: June 6, 2022

Considered by the Jasper County Planning Commission at it's meeting on
April 12, 2022 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date





AGENDA ITEM:

XI-F

Ordinance item F

** Please Note **

THIS ITEM IS FOR

PUBLIC HEARING ONLY

NO VOTE WILL BE TAKEN



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:	June 6, 2022
Project:	Zoning Map Amendment and Concept Plan – Planned Development District – Chelsea South
Applicant:	Mark Baker, Wood+Partners
Tax Map Number:	081-00-02-008
Submitted For:	Public Hearing Only
Recommendation:	Planning Commission reviewed this application at their March 8, 2022 Meeting and recommended approval of Planned Development District zoning designation and Concept Plan

Description: The Applicant has submitted a request for a Planned Development District (PDD) zoning designation for a mixed-use development, which will be known as Chelsea South PDD. Included with the Zoning Map Amendment application is a PDD document and Concept Plan. The project site consists of 291.7 acres and is located along Snake Road just west of the intersection of Highway 170 and Snake Road. The property is currently zoned Rural Preservation and is undeveloped.

Analysis: 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:** The Future Land Use Map identifies this area as “Rural Conservation.” Rural Conservation seeks to protect and promote the character of Jasper County that largely exists today outside of the municipalities. In these areas, new development should be thoughtfully placed within the existing landscape.

The Land Use Chapter of the Comprehensive Plan recommends guiding growth and new development in or around the municipalities where infrastructure and services are available to serve new growth. While this project site is not near a municipality, it is located in an area where infrastructure and services are available to serve the site.

- **Adjacent Zoning and Land Uses:** Figure 1 and Table 1 below, shows the adjacent land uses and zoning designation:

Table 1. Adjacent Land Uses and Zoning Designations

Adjacent Property	Existing Uses	Zoning
North	Chelsea Plantation	Rural Preservation
Northeast	Single Family Residential and BJWSA Headquarters	Beaufort County
East	BJWSA Water Canal Across the Canal is Commercial	Community Commercial and General Commercial
South	Primarily Vacant and Mobile Home Park with Center Point PDD nearby	Community Commercial and Residential with PDD nearby
West	Vacant	Rural Preservation

Figure 1.



- **Traffic and Access:** The subject property is accessed by Snake Road, which is a two-lane state-maintained highway, classified as a collector road.

The Chelsea South PDD Concept Plan illustrates the proposed uses, the general layout, and access points. A Master Plan will be submitted separately and will provide additional information regarding the layout of the development.

The proposed PDD will establish the following:

- **Access Points** – two full access points on Snake Road.
- **Allowed Land Uses** – single-family residential, multi-family residential, community commercial, and mixed-use commercial.
- **Density** – a maximum density of 438 units for single-family residential, 269 units for multi-family residential, 69,600 s.f. of community commercial, and 315,000 s.f. of mixed-use commercial.
- **Open Space** – a minimum of 30% open space based on total acreage with only 50% of wetlands, counting towards open space.
- **Setbacks and Buffers** – a 20' buffer will be provided for the perimeter of the property, additional buffers will be provided for wetlands, and non-compatible land uses. Setbacks for detached single-family units will be 15' from the rear property line, 6' from the side yard property line, 20' front yard setbacks for lots with front loaded garages, and 15' front yard setbacks for lots with side loaded garages. Townhomes or condominiums will have 6' side yard setbacks, 15' front yard setbacks with front loaded garages and 5' front yard setbacks without front loaded garages. Single-family residential may include zero lot lines products, subject to Master Plan review, which include townhouses, patio homes, and cottages.
- **Landscaping Standards** – will meet or exceed the County's requirements.

A full Traffic Impact Analysis (TIA) was conducted by Kimley Horn. SCDOT has approved the proposed mitigation as outlined in the TIA. The Chelsea South PDD 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.

Public Notices: Notices were sent to all adjacent property owners, notifying them of the Applicant's request to have the property designated as PDD and providing them with an opportunity to comment. In addition, two (2) Zoning Application signs were placed along Snake Road.

Planning Commission Recommendation: The PDD application is supported by the Comprehensive Plan; as such, Planning Commission recommends approval of the PDD zoning designation, the PDD document, and the Concept Plan.

AGENDA ITEM:

XI-G

Ordinance item G

Please Note

THIS ITEM IS FOR

PUBLIC HEARING ONLY

NO VOTE WILL BE TAKEN

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2022-13

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

APPROVING A DEVELOPMENT AGREEMENT FOR CHELSEA PLANTATION, LLC 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, Chelsea Plantation, LLC is the owner of certain lands suitable for development, consisting of approximately 2,893 acres of real property more particularly described in Exhibit A hereto; 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 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, her 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: _____
Barbara Clark, Chairperson

ATTEST:

Wanda Simmons, Clerk to Council

First Reading: 05.02.2022
Second Reading: _____
Public Hearings: 05.16.2022 and _____
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
Chelsea Plantation Development Agreement

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

This Development Agreement ("**Agreement**") is made and entered this _____ day of _____, 2022, by and between **CHELSEA PLANTATION, LLC**, a Missouri limited liability company, as landowner and contract vendee ("**Owner**"), and the governmental authority of the **JASPER COUNTY, SOUTH CAROLINA** ("**County**").

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

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

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

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

WHEREAS, Owner is the legal owner of approximately 2,893.12 acres of real property located in Jasper County, South Carolina, consisting of TMS No. 008-00-002-001 and TMS No. 081-00-02-008, and proposes to develop, or cause to be developed, therein a mixture of residential, mixed use or commercial and conservation uses as described in the Planned

Development District Standards adopted contemporaneously herewith by separate County Ordinance No. O-2022-_____; and,

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

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

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

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

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

I. **INCORPORATION.**

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

II. DEFINITIONS.

As used herein, the following terms mean:

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

"Additional Tract" shall mean the real property consisting of approximately 2673.42 acres, which is legally described on Exhibit A-2 attached hereto, as may be amended with the agreement of the County and Owner.

"Adjustment Factor" shall mean the greater of three percent 3% per annum or the annual inflation factor supplied to local governments by the SC Department of Revenue and Fiscal Affairs for use by local governments in determining allowable millage increases, such adjustment to be applied on July 1st of each year with the first adjustment being applied July 1, 2022.

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

"Association" shall mean one (1) or more property owners' associations established to maintain portions of the Property.

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

"Builder" shall mean any Person applying for a building permit to construct a structure on a portion of the Property.

"Chelsea South Tract" shall mean the real property consisting of approximately 291.7 acres, which is legally described on Exhibit A-1 attached hereto, as may be amended with the agreement of the County and Owner.

"Civic Site" shall mean that certain site as set forth in Section 11(B).

"Conceptual Master Plan" shall mean the Conceptual Master Plan adopted as part of the Planned Development District Standards by the County, as the same may be modified by agreement of the Owner and the County, attached hereto as **Exhibit B-2**.

"County" shall mean Jasper County, South Carolina.

"Developer" or "Owner" means Chelsea Plantation, LLC and all successors in title or assigns or lessees of the Owner who undertake Development of the Property who are transferred in writing from the Owner portions of the Development Rights.

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

"Development Fees" or "Developer Fees" shall have the meaning set forth in Section X of this Agreement.

"Development Rights" means all rights provided to the Owner or a Developer by the Owner or Developers in accordance with the Zoning Regulations and this Development Agreement.

"Civic Fund" shall mean the segregated interest bearing Escrow Account into which all Development Fees for Fire are contributed.

"Owner" means Chelsea Plantation, LLC, a Missouri limited liability company, together with all subsidiaries thereof and other entities, which have a legal interest on the date of execution hereof in any of the Property described in Exhibit A and includes its corporate successors and any assignee, whereby such interest is assigned in whole or in part in writing.

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

"PDD Ordinance" means the Jasper County Ordinance No. _____, adopted on _____, 2022, thereby approving the PDD, and is attached hereto as **Exhibit B-1**.

"Person" means any individual, limited liability company, limited liability partnership, corporation, trust or other legal entity.

"Planned Development District" or **"PDD"** means the area designated as the Chelsea South Tract Planned Development District (or "Chelsea South Tract PDD") approved by the County of Jasper on _____, 2022, as more particularly described as **Exhibit A** attached hereto.

"Planned Development District Standards" or **"PDD Standards"** means the development standards applicable to the Chelsea South Tract PDD, including the Conceptual Master Plan, adopted by the County through the PDD Ordinance, attached hereto as **Exhibit B-2**.

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

"Property" means the sum of the Chelsea South Tract and the Additional Tract, which consists of approximately 2,536.13 acres of highland and approximately 428.99 acres of wetlands, with a total gross acreage of approximately 2,893.12 acres, as more fully described on **Exhibits A-1 and A-2** attached hereto.

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

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

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

"Zoning Regulations" means the PDD establishing a Planned Development District for the Property, and all the attachments thereto, including but not being limited to the PDD Plan, all narratives, applications, and site development standards thereof (a copy of all of which is attached hereto marked **Exhibit B-2** and incorporated herein by reference), all as same may be hereafter amended by mutual agreement of the County and the Owner, this Development Agreement, and

the Jasper County Development Ordinance(s) being codified with Municode© and current on Municode© through Supplement No. 3 as of June 21, 2021 as amended through the date of this Agreement except as the provisions thereof may be clarified or modified by the terms of the PDD and this Agreement., and all other applicable statutes, ordinances and regulations governing uses and development of the Property.

III. TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the County and Owner and shall expire on January 1, 2053 ("**Termination Date**"). Nothing in this Agreement shall be interpreted to preclude the Parties from extending the Termination Date by mutual agreement or from entering into subsequent development agreements.

IV. DEVELOPMENT OF THE PROPERTY.

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

V. CHANGES TO ZONING REGULATIONS; NOTICE OF ASSIGNMENT; WATER AND SEWER SERVICE.

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:

1. The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage and 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 file with the County an acknowledgment of this Agreement and a commitment to be bound by it.

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

VI. DEVELOPMENT SCHEDULE.

The Project shall be developed in accordance with the development schedule, attached as Exhibit D, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the good faith efforts by the Owners and Developers 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 Owners / Developers in the future shall not be considered a material amendment or breach of the Agreement.

VII. LAND USES AND DENSITIES.

A. Chelsea South Tract.

1. **Permitted Land Uses and Intensities.** Currently, Development of the Project is planned to consist primarily of mixed use, residential, and commercial development, which shall be limited to the total densities and uses set forth in the PDD Standards and as shown on the Conceptual Master Plan. As specified in the PDD Standards, the location of lots, buildings,

and other elements may vary at the time of Master Plan submittal when more specific designs are available, as long as the general concept of development shown on the Conceptual Master Plan is followed.

2. Building Development Criteria. The criteria as set forth in Section D of the PDD Standards shall apply with respect to lot size, frontage, setbacks, impervious surface and height requirements, respectively, within the Project.

3. Conversion of Commercial Acreage to Residential Acreage. In accordance with Section II.C.3 of the PDD Standards, Owner and/or Developers shall have the right to increase the allowable residential density by converting commercial acreage to residential acreage pursuant to the conversion rate set forth therein. Owner and/or Developers shall notify the County of such conversions within the Project.

B. Additional Tract.

Pursuant to the Official Zoning Map of Jasper County, the Additional Tract is currently zoned Rural Agricultural and is not currently served by public water and sewer. The development of the Additional Tract is dependent upon the availability of water and sewer facilities, as well as market conditions. At such time as the necessary water and sewer infrastructure is available, traffic and other development considerations are adequately assessed and addressed, and the market conditions will support the development of the Additional Tract, Owner and County will work together to either: (1) to add and subject the Additional Tract to the standards set forth in the PDD Standards, or (2) develop a separate planned development district governing the development of the Additional Tract.

VIII. RESTRICTED ACCESS

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

IX. EFFECT OF FUTURE LAWS.

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future with the approval of the Owner 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 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.

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

X. INFRASTRUCTURE AND SERVICES.

The County and Owner recognize that the majority of the direct costs associated with the Development of the Project 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 private roads within the Project 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. Unless set forth in this Agreement or the County otherwise agrees, the County will not be responsible for the construction or maintenance of any private roads within the Project.

B. Public Roads / Future Improvements. All public roads outside the Project that serve the Project are under the jurisdiction of the State of South Carolina regarding access, construction, improvements and maintenance. Owner acknowledges that it must comply with all applicable state statues and rules and regulations of the South Carolina Department of Transportation ("**SCDOT**") or its successor regarding access and use of such public roads. Future public roads may serve the Project. Owner has engaged Kimley Horn and Associates, Inc., to prepare a traffic impact analysis which has been submitted to the SCDOT for review and comment. In accordance with the recommendations of the SCDOT, Owner will work with SCDOT and Jasper County to obtain three (3) full movement access points to the Project, which shall provide direct access to SC Highway 170 N and Snake Road, as defined in the Planned Development District approved by the County and as shown on the Conceptual Master Plan. 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.

Primary access to the interior of the Project shall be provided from Snake Road via a new Sub-Collector Road, as shown on the Conceptual Master Plan. Upon obtaining permits from applicable governmental authorities, Owner shall design and construct the Sub-Collector Road and its intersections in accordance with the SCDOT and Jasper County standards. Once constructed in accordance with SCDOT and Jasper County standards, Owner may offer to dedicate the Sub-Collector Road to the County, and the County, in its discretion, may accept ownership and maintenance responsibility for the Sub-Collector Road.

The access point locations described above and shown on the Conceptual Master Plan are preliminary. The final number and location of all access points will be determined at the time of a Master Plan submittal for these areas in consultation with SCDOT. These accesses may be relocated to accommodate a traffic modeling information, site specific characteristics, and adjacent land uses. Additional access points may be allowed, provided they are consistent with future access management plans and are approved as part of a Master Plan submittal.

To the extent that any third party is permitted by the County to utilize any public road right-of-way within the Project to install underground utilities or other public services within such road right-of-way, then the County shall require that such party perform such work in a good and workmanlike manner and restore any damage to such right-of-ways and/or landscaping or other improvements in connection therewith promptly. All utility improvements within such road right-of-way(s) shall be located underground, except such above ground improvements related thereto, such as lift stations, meter boxes, etc. To the extent practical, Owner will utilize construction accesses and temporary construction roads to minimize the use by construction vehicles and construction supply trucks of the public roads to be constructed, to avoid undue wear and tear.

C. Reserved.

D. Potable Water. Potable water will be supplied to the Property by BJWSA, or some other legally constituted public or private provider allowed to operate in the County. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property unless the County elects to provide such services with the

agreement of the applicable utility authority then providing such service to the Property. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between Owner and the service provider.

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

F. Use of Effluent. Owner agrees that treated effluent will be disposed of only in such manner as may be approved by DHEC and the BJWSA. The County will use good faith efforts to cooperate with the Owner to support Owner in its obtaining gray water in connection with providing irrigation water for landscaped areas within the Property. The Owner 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.

G. Police Services. County shall provide police protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the County with the exception of restricted access communities, which may elect to provide in-house patrol services by security forces and/or constables and elect in writing to forego regular County patrol functions. Owner acknowledges the jurisdiction of the sheriff of Jasper County on the Property and shall not interfere or in anyway hinder law enforcement activities of either on the Property regardless of whether such may be a restricted access community. Should Owner desire an increased level of service above the normal County level of police service, Owner shall be responsible for either providing such services through the use of private security forces or shall pay the County's direct and indirect costs for providing such increased level of service.

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

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

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

K. Library Services. Such services are now provided by Jasper County. These services will be provided for the Property on the same basis as provided to other similarly situated residents or businesses in the County..

L. Emergency Medical Services (EMS). Such services are now provided by Jasper County. County shall not be obligated to provide EMS services to the Property, absent its election to provide such services on a County-wide basis.

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

N. Storm Water Quality. Protection of the quality in nearby waters and wetlands is a primary goal of the County. The Owners shall be required to abide by all provisions of federal, state and local laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water. Further provisions regarding Storm Water are included within the PDD for this Project.

XI. CONVEYANCES AND CONTRIBUTIONS.

The County and Owner understand and agree that future development of the Property shall result in additional public services being required to be provided by the County and other governmental agencies. The County and Owner acknowledge it is desirable that certain public facilities be located in the vicinity of the Property. The Owner agrees to participate in mitigating certain initial costs of the County for such services as provided in this Agreement. The following items are hereby agreed upon to be provided by Owner, its successors and assigns, to offset such future costs and expenditures created by the Development of the Property:

A. Civic Site.

a. Unless the County chooses to locate a site on nearby property as set forth in Section XI(A)(2) below, which choice will release Owner from the obligation to transfer property and shall obligate Owner to make a financial contribution in lieu of property transfer, Owner shall convey to County, at no costs to the County, three (3) acres of land within the Project at a location to be utilized as a civic services site (the "**Civic Site**"), which may be used for fire, police, EMS, community facility, or other public safety and support facility, which site shall be conveyed to County no later than ninety (90) days from Owner's receipt of a certification by the County that all necessary plans, permits, and funding have been obtained and completed in order to commence construction of a civic facility on the Civic Site. Owner shall also be entitled to reserve such easements, rights of way and encroachments as may be necessary for the further Development of the Project. The location of such Fire Site shall be mutually agreed upon by Owner and the County, but shall be a location that allows for the provision of fire and other local governmental services to residents and others located upon the Property and adjacent areas in an efficient manner. **The parties acknowledge that the value of the Fire Site shall be deemed to be _____ Dollars (\$_____)** ("**Civic Site Value**") and the Owner shall be entitled to credits against the Civic Development Fees payable with respect to the Property in the amount of the Civic Site Value.

b. The County may choose to locate the civic facilities in coordination with another development near this Property (generally known as Center Point) to locate the three acre Civic Site upon that property, and if so, the dedication of the Civic Site may not occur. In such event, the Owner shall provide an advance on the Civic Site Fees equal to the value of the Civic Site value set forth above to be used for supporting infrastructure at the Center Point Civic Site, with funding due at the time the County certifies that that all necessary plans, permits, and funding have been obtained and completed in order to commence construction of a civic facility on the Civic Site.

c. The County shall be responsible for obtaining the necessary zoning and permitting, including but not limited to any amendment to the PDD Standards or the Master Plan that may be necessary for Development of the Civic Site. All Development Fees for Civic as hereafter provided shall be placed in a segregated interest bearing account and such funds ("**Civic Funds**") shall be allocated and utilized to construct and equip a fire/emergency services and/or community services facility upon the Civic Site. Upon completion of the Development of the Civic Site by the County, the County shall be entitled to utilize any excess funds in such account which are not needed in connection with the Development of the Civic Site, an in conjunction with other Development Fees, to mitigate impacts relating to the Property.

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

DEVELOPMENT FEES	AMOUNT
Commercial and Retail Space	See <u>Exhibit E</u> attached hereto and made a part hereof.
Residential Dwelling Units	<p>\$5,891.00 – Road* [\$891.90 is for internal, on-site roads; \$5,000.00 is for external, off-site roads, of which \$1,090.00 is allocated to the Snake Road and Highway 170 traffic mitigation recommendations from Kimley-Horn and SCDOT)</p> <p>\$1,572.000 – Civic (Police, EMS and Fire)</p> <p>\$1,683.00 – Park</p>
Multifamily Dwelling Units	<p>\$4,067.12 – Road* [\$317.12 is for internal, on-site roads; \$3,750.00 is for external, off-site roads, of which \$817.50.00 is allocated to the Snake Road and Highway 170 traffic mitigation recommendations from Kimley-Horn and SCDOT)</p> <p>\$1,179.00 – Civic (Police, EMS and Fire)</p> <p>\$1,262.25 – Park</p>

***Roadways.** Notwithstanding anything contained herein to the contrary, in the event that the Owner elects to construct internal arterial roadways by use of funds from assessments imposed upon the Property, and the County shall consent to the creation of a special taxing district and is able to obtain bond financing which is non-recourse as to the County, with respect to raising proceeds to construct such roadways, then the Owner shall notify the County prior to the sale of the first residential unit from the Property ("Roadway Assessment Notice"), whereupon the County shall take such action as necessary to implement special assessment taxing district with respect to the Property (as Owner requests) to enable the Owner to obtain up to \$_____ of principal proceeds which monies shall be made available by the County to the Owner (as and when needed by the Owner) to design, permit and construct such roadways and (i) upon obtaining such funding (which may be in phases), the Owner shall design, permit and construct portions of such roadways, and (ii) upon Owner providing such Roadway Assessment Notice to the County, the Development Fees for Roads with respect to (a)

commercial and retail space shall be as set forth in Exhibit E attached hereto; (b) residential dwelling units shall be reduced from \$_____ per residential units for Roads to \$_____per residential unit for Roads, and (c) multi-family dwelling units shall be reduced from \$_____ per unit to \$_____per multi-family unit.

(i) All Development Fees shall be collected at the time of obtaining a building permit and placed in separate interest bearing accounts established for Roads, Civic and Parks which may be utilized for the purposes set forth in this Agreement.

(ii) 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). In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Developer Fees paid by the Developer under Article XI (1) and (2) shall be credited against the Impact Fees to the extent the Development fees are for items included in the capital program incorporated in the formulation of the Impact Fees, or for the traffic improvements on Highway 170 and Snake Road as recommended by the SCDOT as itemized above. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspection (no other capital improvement related impact, development or other extractions).

(iii) Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, its successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the County, provided however, if an entity other than the County is permitted by County to impose fees or obligations similar in nature to those contemplated by this Agreement, the Owner shall be entitled to either an offset against the Development Fees of this Agreement the 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.

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

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

(vi) All Development Fees for on-site, internal roads to be constructed within the Property which are collected shall be held by the County in an insured interest bearing account ("**On-Site Roadway Fund**") and all such monies shall be utilized, unless otherwise agreed by the County and Owner, to reimburse Owner for the construction of internal roadways (which shall be paid by County to Owner within thirty (30) days after substantial completion of each roadway segment out of the first funds in the On-Site Roadway Fund).

(vii) All Development Fees for external, off-site roads which are collected shall be held by the County in a separate insured interest bearing account ("**Off-Site Roadway Fund**") and all such monies shall be utilized, unless otherwise agreed by the County and Owner, to first reimburse Owner for the construction of the Highway 170 and Snake Road external roadway improvements recommended by Kimley-Horn and the SCDOT (which shall be paid by County to Owner within thirty (30) days after substantial completion of each roadway segment out of the first funds in the Off-Sit Roadway Fund). Thereafter, these Off-Site Roadway Funds shall be

used, in the discretion of the County, for traffic and highway improvements as contained in the capital improvement program to be funded by the proposed County impact fees, or other traffic and highway improvements to Highway 170, Snake Road, Highway 462, or Argent Boulevard.

(ix) Nothing in this Agreement shall be construed to prevent the establishment by the County, County or other governmental entity, solely or in conjunction with each other, of a Tax Increment, FILOT, Multi-County Business Park, or other special tax district or financing vehicle authorized by applicable provisions of the Code of Laws of South Carolina (1976 as amended), so long as such do not operate to increase the ad valorem taxes or assessment against the Property or cost to the Owner or Developer, unless the Owner or Developer (as applicable) otherwise agrees or same is otherwise expressly permitted pursuant to the terms of this Agreement. It is acknowledged that at the written election of Owner a county improvement district and/or special taxing district may be implemented for the Property as set forth in this Agreement. It is further acknowledged that Chelsea South Tract is already contained in the Project Frasier Multi-County Industrial/Business Park

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

XII. PERMITTING PROCEDURES.

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

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

C. The County agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with procedures set forth in the County Zoning Regulations, as modified by the PDD Standards for this Project. 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.

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

E. 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 Commission.

F. The County agrees to allow plat recording with a financial security instrument acceptable to the County prior to completion of infrastructure development and to issue building permits and permit sale of lots prior to completion of such bonded infrastructure; in accordance with the County Zoning Regulations, as modified by the PDD Standards for this Property.

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

H. 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 specifically provided in this Agreement, but must adhere to then current requirements of the PDD Standards, including, but not limited to the Conceptual Master Plan, and subdivision plat and development plan procedural guidelines. The County may not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner shall have the right to challenge.

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

planning standards consistent with the PDD Standards prepared by Developer subject to the approval of the County Planning Administrator.

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

XIII. DEVELOPER ENTITLEMENTS.

County acknowledges that Developer is vested with the following items:

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

B. Intentionally Deleted

C. All drainage systems constructed within the Project shall be owned and maintained by 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.

D. Sidewalks will be required within the Property, in order to provide interconnectivity between interior subdivisions, commercial or institutional areas and public gathering areas and in areas of high pedestrian traffic .

E. On-site burning will be permitted within the Property upon obtaining applicable permits.

F. 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.

1. G. County services, including, but not limited to, police, fire, sanitation, recreational parks and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within the County, subject to the limitations (if any) of Section X above. Subject to the limitations of Section X above (if any),

should the Owner require enhanced services beyond that which is routinely provided within the County, then the County agrees that upon the written request of Owner, it shall negotiate in good faith with the Owner to provide such enhanced services to the Property. Any enhanced services shall be at the sole cost, if any, of the Owner.

XIV. COMPLIANCE REVIEWS.

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

XV. DEFAULTS.

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

Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks

enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance. However, if there is a dispute between the County and Property Owner, or its successor or assign, concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute Resolution with subsequent judicial action lying in the Court of Common Pleas for Jasper County, 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 to reasonably pursue the required permitting/approvals for and completion of required traffic mitigation measures shall be grounds for the cessation of the issuance of development permits for future sites; provided, however, that should the County Administrator determine that there is a default by the Owner, he shall immediately notify the Owner in writing by certified mail, return receipt requested, and allow the Owner fifteen (15) days to respond with an explanation of why Owner is not in default or a plan for remedying the default. In the event the Owner presents a plan of remediation for approval by the County Administrator, whose approval shall not be unreasonably withheld, the parties shall agree to a commercially reasonable time to complete the remediation plan, and during such time no negative action shall be taken against the Owner or Developers. Failure to submit such a response or failure to subsequently pursue a plan of remediation shall may result in a moratorium on future development permits, a stop work order, and any other consequences reasonably determined by the County Administrator. The parties acknowledge that owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement, unless the Property remains under unified ownership or unless such owners of completed buildings have been assigned any rights under this Agreement. In such case, the owners of completed buildings shall also be obligated for obligations set forth in this Agreement.

XVI. MODIFICATION OF AGREEMENT.

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

This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the County and the Owner of said portion of the Property. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Owners, 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 unit 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 environmentally sensitive residential and commercial developments suggested by the master plans are 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.

XVII. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile 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 the following addresses:

To the County: County Administrator
Jasper County
PO Box 1149
Ridgeland, SC 29936

With Copy to: County Attorney
Jasper County
PO Box 1149
Ridgeland, SC 29936

And to the Owner at: Chelsea Plantation, LLC

ATTN: _____

With Copy to: Nexsen Pruet, LLC
205 King Street, Suite 401
Charleston, SC 29401
ATTN: George Bullwinkel, III, Esquire

XVIII. ENFORCEMENT.

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

XIX. GENERAL.

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

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. Reserved.

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

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

XX. SUCCESSORS AND ASSIGNS.

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

The Owner shall not be required to notify the County or obtain the County's consent with regard to the sale of lots in residential areas.

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

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

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

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

subsequent transfer does not extinguish the obligations and restrictions, arising hereunder, and such shall survive the foreclosure or subsequent transfer. It is the intention of this subsection to merely forgo the prerequisite notice of transfer documentation contained in subsections 1 and 2 immediately above.

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

XXI. STATEMENT OF REQUIRED PROVISIONS.

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

1. **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in Exhibit A-1 and Exhibit A-2 attached hereto. The present legal Owner of the Chelsea South Tract and the Additional Tract is Chelsea Plantation, LLC.

2. **Duration of Agreement.** The duration of this Agreement shall be as provided in Article III.

3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development – related standards, are contained in the Zoning Regulations, as supplemented by this Agreement. Based on prior experience with the type of Development contemplated by the Zoning Regulations, it is estimated that the average size household of the Project will be

2.5 persons. Based on maximum density build out, the population density of the Project is anticipated to be approximately 1,767 persons.

4. Required Public Facilities. The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

5. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. All requirements relating to land transfers for public facilities are set forth in Article XI above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.

6. Local Development Permits. The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.

7. Comprehensive Plan and Development Agreement. The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the County, which include a Planned Development District for the Property.

8. Terms for Public Health, Safety and Welfare. The County Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.

9. Historical Structures. Any cultural, historical structure or sites will be addressed through the applicable federal and state permitting process at the time of development.

[SIGNATURE PAGES TO FOLLOW]

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

WITNESSES:

CHELSEA PLANTATION, LLC, a Missouri limited liability company

By: _____

Its: _____

STATE OF SOUTH CAROLINA

)

COUNTY OF JASPER

)

ACKNOWLEDGMENT

)

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

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

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

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

WITNESSES:

JASPER COUNTY, SOUTH CAROLINA

By: _____

Its: _____

STATE OF SOUTH CAROLINA.

)

ACKNOWLEDGMENT

COUNTY OF JASPER.

)

)

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

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

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



EXHIBIT A-1

TO DEVELOPMENT AGREEMENT

PROPERTY DESCRIPTION OF CHELSEA SOUTH TRACT

Please provide a general acreage description with a sketch map and TMP

[FINAL TO BE INSERTED BEFORE THIRD READING EXECUTION]



EXHIBIT A-2
TO DEVELOPMENT AGREEMENT
PROPERTY DESCRIPTION OF ADDITIONAL TRACT

Please provide a general acreage description with a sketch map and TMP

[FINAL TO BE INSERTED BEFORE THIRD READING]

**EXHIBIT B-1
TO DEVELOPMENT AGREEMENT
PDD ORDINANCE**

[TO BE INSERTED AT EXECUTION]



EXHIBIT B-2
TO DEVELOPMENT AGREEMENT
CHELSEA SOUTH PLANNED DEVELOPMENT DISTRICT

[TO BE INSERTED AT EXECUTION]

EXHIBIT C
TO DEVELOPMENT AGREEMENT
ZONING REGULATIONS

[TO BE INSERTED AT EXECUTION]

EXHIBIT D
TO DEVELOPMENT AGREEMENT
DEVELOPMENT SCHEDULE

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

<u>Type of Development</u>	<u>Year(s) of Commencement / Completion</u>
Multifamily / Apartments	200_ commencement, expected Buildout _____.
Commercial	200_ commencement, expected buildout _____.
Residential, Single Family	200_ commencement, expected buildout _____.
Mixed Use	200_ commencement, expected buildout _____.

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

EXHIBIT E

TO DEVELOPMENT AGREEMENT

Land Use Type	Commercial Fees				Total
	Offsite Roads	On-Site Roads	Public Safety	Park	
<u>General</u>					
Hotel/Motel (per room)					
Bed & Breakfast,					
<u>Office</u>					
General Office (per 1,000 sq ft)					
Medical office (per 1,000 sq ft)					
<u>Rental / Commercial</u>					
Retail – under 100,000 sq ft (per 1,000 sq ft)					
Retail – 1,000 to 499,000 sq ft (per 1,000 sq ft)					
Retail – over 50,000 sq ft (per 1,000 sq ft)					
Gasoline/Convenience (per pump)					
Day Care Center (each)					
Nursing Home/ Assisted Living (per bed)					
<u>Industrial</u>					
Warehousing (per 1,000 sq ft)					
General Industrial (warehousing & office per 1,000 sq ft)					

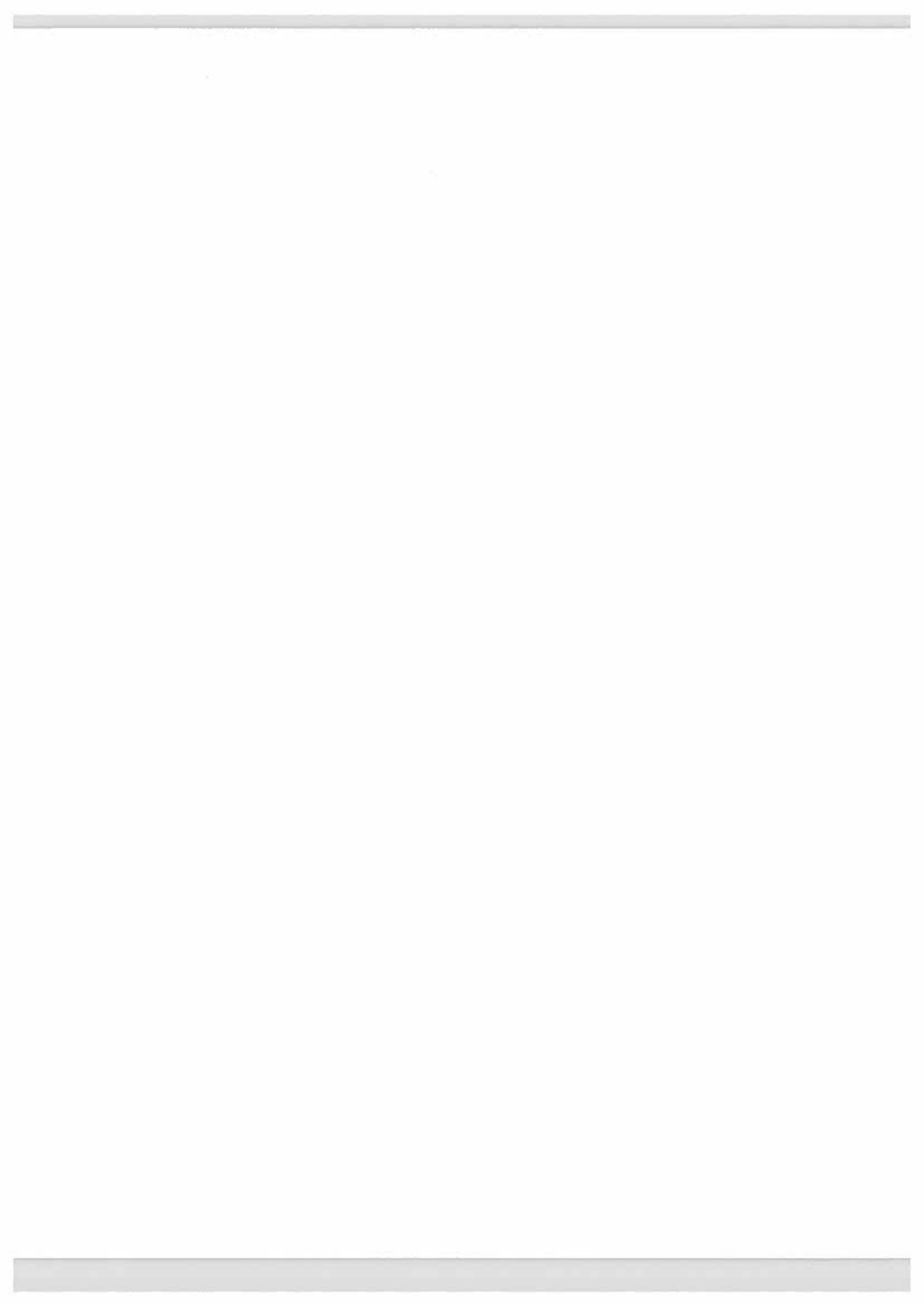


EXHIBIT F

TO DEVELOPMENT AGREEMENT

Form Partial Assignment and Assumption of Rights and Obligations Under Development Agreement

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF JASPER) **PARTIAL ASSIGNMENT AND
 ASSUMPTION OF RIGHTS AND
 OBLIGATIONS UNDER
 DEVELOPMENT AGREEMENT**

This **PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT** ("Partial Assignment and Assumption") is dated as of this ____ day of _____, 20__, by and between Chelsea Plantation, LLC, a South Carolina limited liability company ("Assignor") and _____ ("Assignee").

RECITALS:

WHEREAS, on or about _____, 2022, Assignor entered into that certain Chelsea South Development Agreement ("Agreement") with the County of Jasper, South Carolina (the "County"), incident to the future development of approximately two thousand eight hundred ninety three and one twelfth acres (2,893.12) of real property, as further described on Exhibit "A" attached hereto (the "Property"), which Agreement was recorded in the Office of the Register of Deeds of Jasper County, South Carolina (the "ROD") in Volume ____ at Page _____; and

WHEREAS, on _____, _____, Assignor conveyed _____ (____) acres of Real Property to Assignee, as is more fully described on Exhibit "B" attached hereto (the "Transferred Property"), by that certain _____ deed recorded on _____, _____ in the ROD in Volume ____ at Page _____; and

WHEREAS, as an integral part of the conveyance of the Transferred Property from Assignor to Assignee, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges and obligation under the terms of the Development Agreement applicable to the Transferred Property, thus necessitating the preparation and execution of the within Partial Assignment and Assumption.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, the parties hereby agree as follows, to wit:

1. Partial Assignment and Assumption of Rights Privileges and Obligations Applicable to the Transferred Property Pursuant to the Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor's rights, privileges and obligations as described in the Development Agreement with respect to _____ (____) acres with an _____ density not to exceed _____ (____) square feet (as further described in Section VII of the Development Agreement) (the "Allocated Rights"). Assignee hereby assumes and agrees to perform all of Assignor's rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, including without limitation, the Assumed Obligations (as defined below). Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns. Notwithstanding anything herein to the contrary, Assignee shall not convert (and shall have no right to convert) any of the _____ (____) acres designated _____ density (not to exceed _____ (____) square feet) to use for single family detached or multi-family residential dwellings units, as is permitted under the Development Agreement.

2. **Assumed Obligations.** In connection with this Partial Assignment and Assumption, Assignee agrees to assume, and release Assignor from any liability for, the following obligations (the "**Assumed Obligations**") arising under the Development Agreement:

- (i) _____
- (ii) _____
- (iii) _____

3. **Default and Enforcement of Provisions.** Upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue the remedies of injunction and specific performance, but not to any other legal or equitable remedies, including, but not limited to, damages; provided, however, the parties agree that neither party shall be entitled to punitive damages.

4. **Indemnification.** Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages, and reasonable attorney fees arising out of any breach by Assignee of the Development Agreement from and after the Closing Date, including without limitation the Assumed Obligations set forth in Section 2 hereof.

5. **Notices.** Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under Section XVII of the Development Agreement and shall also be addressed as follows:

As to Assignee:

Attn: _____
Telephone Number: _____
Facsimile Number: _____
e-mail: _____

With a required copy to:

Attn: _____
Telephone Number: _____
Facsimile Number: _____
e-mail: _____

To Assignor:

Chelsea Plantation, LLC

Attn: _____
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

With a required copy to:

Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401
Attention: George Bullwinkel, Esq.
Phone: (843) 720-1716

6. **Binding Effect.** This Partial Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. **Governing Law.** The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

8. **Reaffirmation of Terms.** All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Partial Assignment and Assumption to be duly executed as of the date set forth above.

Signed, sealed and delivered
in the presence of:

ASSIGNEE:

Witness

By: _____

Its: _____

Title: _____

Witness

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

COUNTY OF _____

)

)

I, the undersigned Notary Public, do hereby certify that _____, as
_____ of _____, personally
appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due
execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, 20__.

Notary Public for South Carolina

Printed Name: _____

My Commission expires: _____



Signed, sealed and delivered
in the presence of:

ASSIGNOR:

Witness:

Chelsea Plantation, LLC

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF JASPER)

I, _____, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that _____, _____ of Chelsea Plantation, LLC, personally appeared before me this ____ day of _____, 20__, and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, 20__.

Notary Public for South Carolina
Printed Name: _____
My Commission expires: _____

Exhibit A
Property

Exhibit B
Transferred Property