

AGENDA

ITEM # 13

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE O-2025-03**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

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

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

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

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

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

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

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

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

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

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

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

**JASPER COUNTY COUNCIL**

By: \_\_\_\_\_  
**John A. Kemp, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Wanda Giles, Clerk to Council**

**Ordinance # O-2025-03**

**First Reading:** December 2, 2024

**Second Reading:** March 3, 2025

**Public Hearings:** January 6, 2025 and February 3, 2025

**Third Reading and Adoption:** March 17, 2025

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

Reviewed for form and draftsmanship by the Jasper County Attorney:

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

\_\_\_\_\_  
Date

**EXHIBIT A**

Bellinger Hill Properties, LLC Development Agreement  
Daly Organics Development



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

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

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

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

#### **RECITALS**

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

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

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

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

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

**NOW, THEREFORE**, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South Carolina

Code Annotated sections 6-31-10 through and including 6-31-160, as amended (collectively, “Act”), the parties to this Agreement, intending to be legally bound, agree as follows:

## ARTICLE I GENERAL

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

### **Section 1.02. Definitions.**

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

- (1) “County Council” means the governing body of Jasper County, South Carolina.
- (2) “Development Plan” means the Daly Organics Planned Development District and Concept Plan for development of the Property, including permitted uses, as set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.
- (3) “Development Rights” means the right of the Owner to develop all or part of the Property in accordance with this Agreement.
- (4) “Laws and Land Development Regulations” means the County’s applicable rules and regulations governing development of the Property as set forth on Exhibit E attached hereto. A copy of the Laws and Land Development Regulations, as of the Agreement Date, is on file in the Office of the Planning and Building Department for the County.
- (5) “Property” means the land described in Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.
- (6) “UDO” means the Land Development Regulations as described in Exhibit E, attached hereto.
- (7) “Zoning Regulations” means the Zoning Regulations as described in Exhibit E, attached hereto.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act.

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

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

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

**Section 1.06. Permitted Uses.**



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

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

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

#### **Section 1.07. Development Schedule.**

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

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

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

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

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

#### **Section 1.09. Benefits and Burdens.**

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

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

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

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

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

**Section 1.11. Required Information.** The Act requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

### **Section 2.01. Representations and Warranties of the County.**

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2025-03 in accordance with the procedural requirements of the Act and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2025-03 that at least two (2) public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

### **Section 2.02. Representations and Warranties of the Owner.**

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

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

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

### ARTICLE III DEVELOPMENT RIGHTS

#### **Section 3.01. Vested Right to Develop.**

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

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

(C) The Owner has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2025-02 and the terms of this Agreement when the Owner has complied with all the requirements of Section 5.19 of this Agreement.

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

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

**Section 3.02. Effect on Vested Rights Act.** The Parties agree that vested rights conferred upon the Owner in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated Section 6-29-1510 through and including Section 6-29-1560, as amended.

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

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

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property. No moratorium or schedule for allocation or approval of any development permits as set forth in

Section 3.04 hereof, or any other subsequently adopted laws and land development regulations shall affect the rights and prerogatives of the Owner under this Agreement except in conformance with Section 5.02 hereof.

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

#### **Section 3.04. Development Permits.**

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

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

(B) With respect to the County's review and processing of subdivision plats, development plan applications, grading permits, building permits, certificates of occupancy and other County permits, applications and approvals relating to the development of the Property (including dwellings and other improvements thereon), the County shall approve or reject (and, in the case of a rejection, provide feedback necessary for the Owner to resubmit any such submittals) within the time limitations as set forth in the County ordinances. Plans will be processed in accordance with the Zoning Regulations, the then current subdivision plat and development plan procedural requirements and fee schedules. Developer may submit these items for concurrent review with the County and other governmental authorities. County may give final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

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

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

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

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

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

Any Owner shall be entitled to convey, sell, transfer, ground lease, or otherwise dedicate any portion or all of the Property in accordance with this Agreement and to legally assign its Development Rights and/or development obligations in accordance with this Section 3.05 in an instrument substantially in the Form of Assignment attached hereto as Exhibit G.

(C) The recording requirement of an Assignment shall not apply to (i) any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) any third party purchaser at such a foreclosure; or (iii) any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Any such mortgage lender or subsequent purchaser shall be bound by the development obligations and be a beneficiary of the Development Rights as the Owner successor in title to the Owner.

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

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

#### **ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS**

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

#### **Section 4.02. Development Fees**

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

DEVELOPMENT FEES	AMOUNT
Non-Residential per 1,000 square feet of new construction at the Property after enactment of this Agreement.	\$660 Roads and Traffic Mitigation Facilities
	\$500 Fire/Public Safety

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

(C). Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). The Property shall be exempt from any requirement to pay County Impact Fees under any ordinance subsequently passed and enacted by the County, for the first two (2) years of the Term of this Agreement as it may be extended by mutual agreement between the Owner and County. In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Development Fees paid under Section 4.02.A and 4.02.B shall be credited against the Impact Fees to the extent the Development fees are for items included in the capital program incorporated in the formulation of the Impact Fees. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections.

**Section 4.03. Other Charges or Fees.**

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

(B) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County’s costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

**Section 4.04. Infrastructure and Services.** The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by the Owner, and many necessary infrastructure improvements and services will be provided by the Owner or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) **Roads and Traffic Mitigation.** The Owner is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the County related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. The Owner is also responsible for maintenance of all roads that are not public roads accepted by the County, who is not under any obligation to accept a proposed dedication. The Owner acknowledges that the County will only consider accepting and maintaining as public roads those roads constructed in full compliance with the UDO and providing connectivity to the County road system or serving as a necessary component for the proper development of the County road system. The County will not accept private roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. The Owner may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

Private or public roadways may utilize swale drainage systems and are not required to have raised curb and gutter systems. Public road improvements are subject to the drainage requirements of the public agency having jurisdiction and/or ownership. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet BMP standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of proposed construction of such roadway based upon engineering and planning standards consistent with the Master Plan prepared by Developer subject to the approval of the County Planning Administrator

After approximately 100,000 square feet of building space has been constructed and is in operation, Developer shall pay for a traffic warrant examining the need for additional traffic improvements as a result of this project, such as asphalt overlay or repair. In the event additional improvements/repairs are needed to avoid an unacceptable degradation of public roads, such shall be permitted and constructed at Developer's expense. If any such additional traffic improvements are warranted, Developer shall engage, or cause to be engaged, appropriate professionals to design, permit and construct such improvements, said construction to be completed within eighteen (18) months of approval and issuance of applicable permits by the SCDOT or County.

(B) **Potable Water.** Potable water will be supplied to the Property by a well. The Owner will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the Owner. The County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(C) **Sewage Treatment and Disposal.** Sewage treatment and disposal will be supplied to the Property by private septic system. The Owner will construct, or cause to be constructed, all necessary sewage treatment and disposal service infrastructure within the Property and the sewage treatment and disposal service infrastructure will be maintained by the Owner. The County is not responsible for any construction,

treatment, maintenance, or costs associated with sewage treatment and disposal service and/or infrastructure to or within the Property. The sewage treatment and disposal service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) **Storm Water Management.** The Owner will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property. The County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. The applicable requirements and standards for all storm water management improvements shall be the more stringent of either the requirements and standards contained in the Laws and Land Development regulations as may be modified pursuant to Section 5.02 hereof or the requirements and standards established by the South Carolina Department of Health and Environmental Control or its successor agency. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(E) **Solid Waste Collection.** The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in the County. It is understood and acknowledged that the County does not presently provide solid waste disposal for single, multi-family or commercial developments.

(F) **Recycling Services.** The County shall provide recycling services to the Property on the same basis as is provided to other residents and businesses within the County. It is understood and acknowledged that the County does not presently provide recycling services for single, multi-family or commercial developments.

(G) **Law Enforcement Protection Services.** The County shall provide law enforcement protection services to the Property on the same basis as is provided to other residents and businesses within the County.

(H) **Emergency Medical Services (EMS).** The County shall provide emergency medical services to the Property on the same basis as is provided to other residents and businesses within the County.

(I) **Fire Services.** The Property is located in the Levy Fire Service District and fire services will be provided by the Levy Fire Department, or its successor entities.

(J) **Library Services.** The County shall provide library services to the Property on the same basis as is provided to other residents and businesses within the County.

(K) **Parks and Recreation Services.** The County shall provide parks and recreation services to the Property on the same basis as is provided to other residents and businesses within the County.

(L) **School Services.** Public school services are now provided by the Jasper County School District. The Owner acknowledges that the County has no authority or responsibility for providing public school services in the County.

(M) **Hours of Operation.** Hours of operation for off-road equipment and mulching/bagging/processing equipment are limited to 7:00 a.m. to 7:00 p.m. Monday through Saturday during Daylight Saving Time and 7:00 p.m. to 6:00 p.m. Monday through Saturday when Daylight Saving Time is not observed.

(N) **Noise Abatement** – The operator shall use Best Management Practices to minimize noise from the development. This noise BMP shall include, at a minimum, proper maintenance of mufflers on equipment



(trucks, trackhoes, pumps, mulching, bagging and processing, etc.). Noise levels emanating from the development shall not exceed 55 decibels at any point one thousand (1,000) feet from the exterior boundary of the Property.

## ARTICLE V MISCELLANEOUS

**Section 5.01. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To The Owner:           Bellinger Hill Properties, LLC  
                                  Attn: Madison Daly  
                                  1465 Bellinger Hill Road  
                                  Hardeeville, SC 29927

With a Copy to (does not constitute notice):

                                  Haynsworth Sinkler Boyd, P.A.  
                                  Attn: Ron Scott, Esq.  
                                  1201 Main Street (hand delivery/courier service)  
                                  P.O. Box 11889  
                                  Columbia, South Carolina 29201

To County:                Jasper County, South Carolina  
                                  Attn: County Administrator  
                                  358 Third Avenue (hand delivery/courier service)  
                                  Ridgeland, South Carolina 29936

With a Copy to (does not constitute notice):

                                  Jasper County, South Carolina  
                                  Attn: County Attorney  
                                  358 Third Avenue (hand delivery/courier service)  
                                  Ridgeland, South Carolina 29936

### **Section 5.02. Amendments.**

(A) This Agreement may not be amended or cancelled in whole or in part except upon mutual consent of the County and the Owner. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or

agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) Any minor modifications of this Agreement, enumerated in Section 5.02(D) hereof, may be made without a public hearing and shall constitute an amendment of this Agreement upon mutual written consent of the County and the Owner. Any major modifications of this Agreement, enumerated in Section 5.02(D) hereof, shall constitute an amendment of this Agreement and may occur only pursuant to the public notice and hearing requirements of the Act.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

(D) Minor and Major Modification of the Development Agreement. The Parties recognize that periodic modifications to the Development Plan may be needed to address market conditions, environmental challenges, and other elements. The following will outline what is considered a minor modification and a major modification to this Agreement and the processes for a minor modification and major modification to this Agreement.

- a. Minor Modifications: The Director of the Planning and Building Department for the County shall have the authority to administratively approve a minor modification to this Agreement. The following modifications, adjustment, and clarifications shall constitute minor modifications to this Agreement:
  - i. Correction of any typographic or scrivener's error.
  - ii. Minor adjustments to the site layout set forth in Exhibit B attached hereto caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff.
  - iii. Dimensional adjustments that are within ten percent (10%) of the dimensional requirements set forth in Exhibit B attached hereto and/or dimensional adjustments that are within ten percent (10%) of the dimensional requirements as set forth in other applicable County codes or ordinances, as approved by the Director of the Planning and Building Department for the County.
  - iv. Recording of any subsequent laws or regulations enforceable pursuant to the public hearing provisions of Section 6-31-80(B) of the Act.
  - v. Recording of modification in the addressee provisions of Section 5.01 of this Agreement.
  - vi. Recording of any instruments or documentation to evidence any act permissible or regulated pursuant to the terms of this Agreement, where the Agreement does not specifically provide for the recording of such instruments or documentation.
  - vii. Adjustments to the development schedule set forth in Exhibit C, including commencement dates and interim completion dates, as requested by the Owner.

- b. Major Modifications: major modifications are those that do not qualify as a minor modification. Major modifications must be processed and considered in the same manner as set forth in the Act.

**Section 5.03. Periodic Review.** At least every twelve (12) months, the Director of the Planning and Building Department for the County, or his or her designee, must review compliance with this Agreement by the Owner. At the time of review the Owner must demonstrate good faith compliance with the terms of the Agreement.

**Section 5.04. Breach of Agreement.**

(A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Director of the Planning and Building Department for the County finds and determines that the Owner has committed a breach of the terms or conditions of this Agreement, then the Director of the Planning and Building Department for the County shall serve notice in writing, within a reasonable time after the periodic review, on the Owner setting forth with reasonable particularity the nature of the breach and the information supporting the determination, and providing the Owner sixty (60) days in which to cure or rectify said breach or account for those obligations pursuant to this Agreement that have a material effect on the ability of the Owner to cure such breach.

(B) If the Owner fails to cure the breach within sixty (60) days, or if the breach cannot be cured within such 60-day period and the Owner does not commence to cure the breach within such 60-day period, and thereafter diligently pursue the same to completion, then the County Council may unilaterally terminate or modify this Agreement; provided, that prior to terminating or modifying this Agreement as provided in this section, County Council must first give the Owner the opportunity (i) to rebut the finding and determination, or (ii) to consent to amend the Agreement to meet the County Council's concerns with respect to the determination.

**Section 5.05. Enforcement.** The Parties shall each have the right to enforce the terms, provisions, and conditions of this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

**Section 5.06. No Third-Party Beneficiary.** The provisions of this Agreement may be enforced only by the Parties and their successors and assigns. No other persons, natural or corporate, shall have any rights hereunder.

**Section 5.07. Recording of Agreement.** The Parties agree that the Owner shall record this Agreement with the County Clerk of Court within fourteen (14) days after the date of execution of this Agreement.

**Section 5.08. Administration of Agreement.** The County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

**Section 5.09. Effect of Annexation and Incorporation.** The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by section 6-31-110 of the Act. The County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

**Section 5.10. Estoppel Certificate.** Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

**Section 5.11. Entire Agreement.** This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

**Section 5.12. Covenant to Sign Other Documents.** The County and the Owner acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement, and the County and the Owner agree to cooperate with the execution thereof.

**Section 5.13. Construction of Agreement.** The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 5.14. Assignment.** The rights, obligations, duties, and responsibilities devolved by this Agreement on or to the Owner are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05 hereof. The County may assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

**Section 5.15. Governing Law; Jurisdiction; and Venue.**

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 14th Judicial Circuit of the State of South Carolina.

**Section 5.16. Counterparts.** This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**Section 5.17. Eminent Domain.** Nothing contained in this Agreement shall limit, impair, or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

**Section 5.18. Severability.** If any provision of this Agreement is held to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect. However, if any invalid provision would prevent or materially impair the Owner's right or ability to complete performance of this Agreement, the Parties agree to use their best efforts to renegotiate such provision(s) in order for the Owner to complete performance of this Agreement.

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) the County and the Owner have each executed the Agreement, and (ii) the Owner has delivered to the County Administrator clocked-in copies of the recorded Agreement. If the County Administrator has not received clocked-in copies of the Agreement within ten (10) business days after recording the Agreement with the Jasper County Clerk of Court, then this Agreement is automatically terminated without further action of either the County or the Owner. The obligation of the Owner pursuant to section 4.02 hereof is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on the Owner pursuant to Section 4.02 hereof survives the termination of this Agreement pursuant to this Section 5.19.

TWO SIGNATURE PAGES AND SEVEN (7) EXHIBITS FOLLOW  
REMAINDER OF PAGE INTENTIONALLY BLANK



**WITNESSES:**

\_\_\_\_\_

Name:

\_\_\_\_\_

Name:

**COUNTY:**

**JASPER COUNTY, SOUTH CAROLINA,**  
a political subdivision of the State of South Carolina

\_\_\_\_\_

By: Andrew P. Fulghum  
Its: County Administrator

[COUNTY SEAL]

Attest:

\_\_\_\_\_

Wanda Giles  
Clerk to County Council

**SOUTH CAROLINA**            )  
  )  
**JASPER COUNTY**            )

**ACKNOWLEDGMENT**

Andrew P. Fulghum, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_

Notary Public for the State of South Carolina

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Jasper County Tax Map#: 038-00-08-044



**EXHIBIT B**  
**DEVELOPMENT PLAN**

1. **Daly Organics Planned Development District and Concept Plan:** The Daly Organics Planned Development District and Concept Plan, which is adopted contemporaneously as Ordinance No. 2025-02 and attached hereto, incorporated by reference, and made a part hereof, shall serve as the general guide for the location of roads, buildings, and other development features and land uses. The Property shall be generally developed consistent with the approved Development Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. **Zoning District:** The Property is in the Planned Development District and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement.

3. **Permitted Uses:** As set forth in “Section II – Land Use” of the Daly Organics Planned Development District and Concept Plan, approved by Ordinance No. 2025-02, the Property shall be permitted to include allowed land uses and intensities of the following zoning districts established in the Jasper County Zoning Ordinance and Land Development Regulations: Rural Preservation, General Commercial, and Industrial Development. With respect to the Residential, General Commercial and Industrial Development land uses, the allowed uses are limited to the existing farm, including the composting and mulching operations, the proposed bagging facility, and other uses in support of Daly Organics operations. Excluded land uses are set forth in “Section II – Land Use” of the Daly Organics Planned Development District and Concept Plan, approved by Ordinance No. 2025-02. The permitted location and development standards for all said uses on the Property shall be identified on the approved Development Plan, provided that the Owner, at its sole discretion, shall have the sole right and discretion to adjust the location of said uses at the Property.

4. **Excluded Uses:** Excluded land uses are set forth in “Section II – Land Use” of the Daly Organics Planned Development District and Concept Plan, approved by Ordinance No. 2025-02. With respect to the Residential, General Commercial and Industrial Development land uses, the allowed uses are limited to the existing farm, including the composting and mulching operations, the proposed bagging facility, and other uses in support of Daly Organics operations.

5. **Dimensional Requirements:** The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the Daly Organics Planned Development District and Concept Plan, approved by Ordinance No. 2025-02.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT C**  
**DEVELOPMENT SCHEDULE**

This estimated Development Schedule is subject to update according to Section 1.07 of the Agreement. Within one year after the Agreement Date, the Owner anticipates beginning environmental assessments, site development studies, and/or plan development for the Property. Subject to approval by the County of development plans and permits, which approval the County agrees that it will not unreasonably withhold, the Owner anticipates beginning construction at the Property within one years after the Agreement Date. Consistent with the long-term approach to planning and developing the Property, the County and the Owner anticipate the following interim completion dates for development of the Property pursuant to the Agreement.

<b><u>Year</u></b>	<b><u>Percentage Completed</u></b>
1	20%
2	40%
3	60%
4	80%
5	100%

For the limited purpose of this Exhibit C only, the Development of any portion of the Property shall be deemed completed upon the approval of a development permit for such portion.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT D**  
**REQUIRED INFORMATION**

The Act and Section 20-101 of the Jasper County, South Carolina Code of Ordinances being codified with Municode© and current on Municode© through Supplement No. 4 as of \_\_\_\_\_, 2025, as amended through the date of this Agreement requires a development agreement to include certain information. The following information is provided in conformance with the Act.

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Bellinger Hill Properties, LLC, is the legal and equitable owner of the Property.

(B) *the duration of the agreement which must comply with section 6-31-40 of the Act. See Section 1.10.*

(C) *a representation by the Owner of the number of acres of highland contained in the property subject to the agreement. See Section 2.02.*

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property. See Section 1.05.*

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height. See Section 1.06 and Exhibit B.*

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the Owner. See Article IV.*

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement. See Section 4.04. The Owner shall comply with all applicable environmental laws.*

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the Owner of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions. See Section 3.04.*

(I) *a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the Agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).*

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures. The Owner shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.*

(K) *a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See Section 1.07 and Exhibit C.*

(L) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.*

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of the County Code of Ordinances, or both. See Section 3.01(B) and Exhibit E.*

(N) *a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See Section 3.03.*

(O) *a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See Section 5.09.*

(P) *a provision relating to the amendment, cancellation, modification, or suspension of the Agreement. See Section 5.02.*

(Q) *a provision for periodic review, consistent with the Act. See Section 5.03.*

(R) *a provision addressing the effects of a material breach of the Agreement, consistent with the provisions of the Act. See Section 5.04.*

(S) *a provision that the Owner, within 14 days after the County executes the Agreement, will record the Agreement with County Clerk of Court. See Section 5.07.*

(T) *a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, the County and the Owner. See Section 1.09(A).*

(U) *a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See Section 1.09(B), Section 3.05, and Section 5.14.*

NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE

**EXHIBIT E**  
**LAWS AND LAND DEVELOPMENT REGULATIONS**

1. Ordinance No. 2025-02, zoning the Property as a Planned Development District.
2. Ordinance No. 2025-03, approving this Development Agreement.
3. Zoning Regulations of Jasper County: The Zoning Regulations are cited as Appendix A - Zoning of the Jasper County, South Carolina Code of Ordinances being codified with Municode© and current on Municode© through Supplement No. 4 as of \_\_\_\_\_, 2025, as amended through the date of this Agreement, except as the provisions thereof may be clarified or modified by the terms of this Agreement. A copy of the Zoning Regulations has been signed by the Parties and is on file in the office of County Planning and Building Department.
4. Unified Development Ordinance of Jasper County (“UDO”): The UDO is cited as Appendix B - Land Development Regulations within the Jasper County, South Carolina Code of Ordinances being codified with Municode© and current on Municode© through Supplement No. 4 as of \_\_\_\_\_, 2025, as amended through the date of this Agreement. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning and Building Department.

NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE



below with respect to the portion of the Property more specifically identified in the legal description attached hereto as Attachment A (the “Addendum Property”).

**NOW, THEREFORE**, the Petitioner desires to execute and record this Addendum to the Development Agreement to modify the Development Schedule of Section 1.07, of the Development Agreement as follows:

**1. Modification of Development Phasing Schedule.** The Development Schedule for the Addendum Property shall hereby be modified as follows:

**[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]**

**2. Approval by County.** This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning and Zoning Director’s signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

\_\_\_\_\_  
**[insert name]**  
Director of Planning and Building  
Jasper County

Director of Planning and Building  
Dated Stamp of Approval

**3. Effect of Modification of Development Phasing Schedule.** Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.

**4. Recording Required.** This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County’s approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.

**5. Authority.** The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

**[insert Section 6. only if Petitioner is not [ORIGINAL OWNER NAME] or its successor in corporate interest]**

**6. Consent by Property Owner.** The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:

Witness:

**Property Owner:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named \_\_\_\_\_, (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (Property Owner), \_\_\_\_\_ (corporate form), sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with \_\_\_\_\_ (witness #2), the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
County, State of \_\_\_\_\_

\_\_\_\_\_  
(Witness #1 sign here)

My Commission Expires: \_\_\_\_\_

[NOTARIAL STAMP-SEAL]

**[Insert Signature Pages for Petitioner]**

**[Insert Attachment A: Legal Description of Assignment Property]**



**Exhibit G  
Form Assignment**

STATE OF SOUTH CAROLINA	)	
	)	ASSIGNMENT AND ASSUMPTION
	)	OF CERTAIN DEVELOPMENT RIGHTS
COUNTY OF JASPER	)	AND OBLIGATIONS PURSUANT TO
	)	A DEVELOPMENT AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION OF CERTAIN DEVELOPMENT RIGHTS AND OBLIGATIONS PURSUANT TO A DEVELOPMENT AGREEMENT (“Assignment”)** is made effective on the

[insert date of Assignment]

, by

[insert name of assignor]

, (the “Assignor”), and

[insert name of assignee]

, (the “Assignee”), (collectively, the “Parties”).

RECITALS

**WHEREAS**, BELLINGER HILL PROPERTIES, LLC, a South Carolina limited liability company, is a party to that certain Development Agreement with JASPER COUNTY, SOUTH CAROLINA, effective date of \_\_\_\_\_, 2025, recorded on \_\_\_\_\_, 2025 in the office of Jasper County Clerk of Court in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Development Agreement”); and

**WHEREAS**, the Development Agreement is appurtenant to and runs with that certain real property situate in Jasper County, State of South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit A (the “Property”); and

**WHEREAS**, the Development Agreement establishes certain vested Development Rights and development obligations as more specifically set forth therewith; and

**WHEREAS**, Section 3.05 of the Development Agreement authorizes the conveyance, sale, transfer, ground lease, and other dedications by Bellinger Hill Properties, LLC, and its successors and assigns of any portion or all of the Property, and Sections 3.05 and 5.14 of the Development Agreement authorizes the Assignment by Bellinger Hill Properties, LLC, and its successors and assigns, of any portion or all of its Development Rights and/or development obligations to such transferee or grantee; and

**[insert interim conveyances and assignments, if any]**

WHEREAS, on

**[insert date of contract to sell and purchase a portion or all of the Property]**

Assignor and Assignee entered into a contract to sell and purchase that portion of the Property as more specifically set forth in the legal description attached hereto as Attachment A (the “Assignment Property”); and

WHEREAS, in consideration of Assignor’s agreement to convey the Assignment Property to Assignee, Assignee has agreed to assume those certain development obligations under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below; and

WHEREAS, in consideration of Assignee’s agreement to acquire the Assignment Property, Assignor has agreed to assign to Assignee those certain Development Rights under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the Parties agree as follows:

1. **Assignment and Assumption of Development Rights**. Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, those certain Development Rights as specifically set forth herein:

**[insert assigned Development Rights]**

2. **Retained Development Rights**. Assignor retains any and all Development Rights not specifically assigned to Assignee herein above, including without limitation:

**[insert retained Development Rights]**

3. **Assignment and Assumption of Development Obligations**. Assignor hereby assigns to Assignee and Assignee hereby assumes from Assignor those certain development obligations as specifically set forth herein:

**[insert assigned development obligations]**

4. **Retained Development Obligations**. Assignor retains the following development obligations:

**[insert retained development obligations]**

5. **Release; Indemnity**. Assignee hereby releases Assignor and its successors and assigns (other than Assignee and its affiliates, successors and assigns) from any and all liability in connection with the performance of any of the development obligations and the exercise of any Development Rights as specifically set forth herein above. Assignee shall indemnify, defend and hold harmless Assignor and its members, managers, officers, agents, employees, successors and assigns, from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, reasonable attorneys’ and consultants’ fees) arising in any manner, directly or indirectly, out of or by reason of the development obligations and Development Rights as specifically set forth hereinabove. This indemnification shall survive the execution and delivery of this Assignment and the closing of the sale of the Assignment Property to Assignee.

6. **Severability**. If any provision of this Assignment shall be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected thereby.

7. **Notice to Jasper County**. Assignor covenants and agrees for the benefit of Assignee that, to the full extent required under the Development Agreement, Assignor shall, prior to or contemporaneously with the making hereof, comply with all requirements of the Development Agreement regarding notice of Assignment to Jasper County. Pursuant to Section 3.05 of the Development Agreement, Assignee shall have the obligation to record this executed Assignment with the Jasper County Clerk of Court, together with the recording of the instrument transferring an interest in the Assignment Property to Assignee.

8. **Binding Effect**. This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall run with the title to the Property.

9. **Authority**. The undersigned Parties each represent and warrant that this Assignment has been duly authorized by all necessary company action.

10. **Counterparts**. This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

**[Insert Signature Pages]**

**[Insert Attachment A: Legal Description of Assignment Property]**

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

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

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

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

**RECITALS**

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

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

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

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

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

**NOW, THEREFORE**, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified in South

Carolina Code Annotated sections 6-31-10 through and including 6-31-160, as amended (collectively, “Act”) ~~and Jasper County Ordinance No. [ ] (“Ordinance No. [ ]”)~~, the parties to this Agreement, intending to be legally bound, agree as follows:

## ARTICLE I GENERAL

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

### Section 1.02. Definitions.

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

(1) “County Council” means the governing body of Jasper County, South Carolina.

(2) “Development Plan” means the Daly Organics Planned Development District and Concept Plan for development of the Property, including permitted uses, as set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(3) “Development Rights” means the right of the Owner to develop all or part of the Property in accordance with this Agreement.

(4) “Laws and Land Development Regulations” means the County’s applicable rules and regulations governing development of the Property as set forth on Exhibit E attached hereto. A copy of the Laws and Land Development Regulations, as of the Agreement Date, is on file in the Office of the Planning and Building Department for the County.

~~(5) “Ordinance No. [ ]” means Ordinance No. [ ] of County which is cited as the Development Agreement Ordinance for Jasper County, South Carolina.~~

~~(6)~~ “Property” means the land described in Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

~~(7)~~ “UDO” means ~~Ordinance No. [ ], as amended to be the most current adopted version on file with the County~~ the Land Development Regulations as described in Exhibit E, attached hereto.

~~(7)~~ “Zoning Regulations” means the Zoning Regulations as described in Exhibit E, attached hereto.

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

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

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

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

**Section 1.06. Permitted Uses.**

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

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

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

**Section 1.07. Development Schedule.**

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

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

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

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

**Section 1.08. Relationship of Parties.** This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts

of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the Parties may be rendered liable in any manner for the debts or obligations of any other party, to any person, firm, corporation, or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

**Section 1.09. Benefits and Burdens.**

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

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

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

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

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

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

**ARTICLE II  
REPRESENTATIONS AND WARRANTIES**

**Section 2.01. Representations and Warranties of the County.**

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

(B) The County has approved this Agreement by adoption of Ordinance No. ~~\_\_\_\_\_~~ 2025-03 in accordance with the procedural requirements of the Act, ~~Ordinance No. [ ]~~ and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. \_\_\_\_\_ ~~2025-03~~ that at least two (2) public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

### **Section 2.02. Representations and Warranties of the Owner.**

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

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

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

## **ARTICLE III DEVELOPMENT RIGHTS**

### **Section 3.01. Vested Right to Develop.**

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

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

(C) The Owner has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. \_\_\_\_\_ ~~the UDO~~ 2025-02 and the terms of this Agreement when the Owner has complied with all the requirements of Section 5.19 of this Agreement.

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

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

**Section 3.02. Effect on Vested Rights Act ~~and County Ordinance No. \_\_\_\_\_~~.** The Parties agree that vested rights conferred upon the Owner in this Agreement are not affected by the provisions of the Vested Rights Act, codified as South Carolina Code Annotated Section 6-29-1510 through and including



Section 6-29-1560, as amended, ~~or the provisions of Ordinance No. [ ]~~, ~~the County's ordinance relating to the Vested Rights Act.~~

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

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

(B) Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property. No moratorium or schedule for allocation or approval of any development permits as set forth in Section 3.04 hereof, or any other subsequently adopted laws and land development regulations shall affect the rights and prerogatives of the Owner under this Agreement except in conformance with Section 5.02 hereof.

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

### **Section 3.04. Development Permits.**

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

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

(B) With respect to the County's review and processing of subdivision plats, development plan applications, grading permits, building permits, certificates of occupancy and other County permits, applications and approvals relating to the development of the Property (including dwellings and other improvements thereon), the County shall approve or reject (and, in the case of a rejection, provide feedback necessary for the Owner to resubmit any such submittals) within the time limitations as set forth in the County ordinances. Plans will be processed in accordance with the Zoning Regulations, the then current subdivision plat and development plan procedural requirements and fee schedules. Developer may submit these items for concurrent review with the County and other governmental authorities.

County may give final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

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

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

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

The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, ~~a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage and associated square footage of structure, as applicable, subject to the transfer.~~ Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to provide the County an acknowledgment of this Agreement and a commitment to be bound by it.

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

Any Owner shall be entitled to convey, sell, transfer, ground lease, or otherwise dedicate any portion or all of the Property in accordance with this Agreement and to legally assign its Development Rights and/or development obligations in accordance with this Section 3.05 in an instrument substantially in the Form of Assignment attached hereto as Exhibit G.

(C) The recording requirement of an Assignment shall not apply to (i) any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) any third party purchaser at such a foreclosure; or (iii) any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Any such mortgage lender or subsequent purchaser shall be bound by the development obligations and be a beneficiary of the Development Rights as the Owner successor in title to the Owner.

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

**Section 3.06. Allowed Density.** The allowed density for the Property shall be as set forth in this Agreement. The location of land uses as set forth in Exhibit B may be adjusted and transferred within the Property by the Owner, at its sole discretion. An adjustment and/or transfer of the location of land uses

shall not be deemed a minor modification or major modification of this Agreement, described in Section 5.02 of this Agreement.

**ARTICLE IV  
 DEDICATIONS AND FEES AND RELATED AGREEMENTS**

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

**Section 4.02. Development Fees**

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

DEVELOPMENT FEES	AMOUNT
Non-Residential per 1,000 square feet of new construction at the Property after enactment of this Agreement.	\$660 Roads and Traffic Mitigation Facilities
	\$500 Fire/Public Safety

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

(C). Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). The Property shall be exempt from any requirement to pay County Impact Fees under any ordinance subsequently passed and enacted by the County, for the first two (2) years of the Term of this Agreement as it may be extended by mutual agreement between the Owner and County. In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Development Fees paid under Section 4.02.A and 4.02.B shall be

credited against the Impact Fees to the extent the Development fees are for items included in the capital program incorporated in the formulation of the Impact Fees. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections.

**Section 4.03. Other Charges or Fees.**

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

(B) The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

**Section 4.04. Infrastructure and Services.** The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by the Owner, and many necessary infrastructure improvements and services will be provided by the Owner or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) **Roads and Traffic Mitigation.** The Owner is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the County related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. The Owner is also responsible for maintenance of all roads that are not public roads accepted by the County, who is not under any obligation to accept a proposed dedication. The Owner acknowledges that the County will only consider accepting and maintaining as public roads those roads constructed in full compliance with the UDO and providing connectivity to the County road system or serving as a necessary component for the proper development of the County road system. The County will not accept private roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. The Owner may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

Private or public roadways may utilize swale drainage systems and are not required to have raised curb and gutter systems. Public road improvements are subject to the drainage requirements of the public agency having jurisdiction and/or ownership. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet BMP standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of proposed construction of such roadway based upon engineering and planning standards consistent with the Master Plan prepared by Developer subject to the approval of the County Planning Administrator

After approximately 100,000 square feet of building space has been constructed and is in operation, Developer shall pay for a traffic warrant examining the need for additional traffic improvements as a result of this project, such as asphalt overlay or repair. In the event additional improvements/repairs are needed to avoid an unacceptable degradation of public roads, such shall be permitted and constructed at

Developer's expense. If any such additional traffic improvements are warranted, Developer shall engage, or cause to be engaged, appropriate professionals to design, permit and construct such improvements, said construction to be completed within eighteen (18) months of approval and issuance of applicable permits by the SCDOT or County.

(B) **Potable Water.** Potable water will be supplied to the Property by a well. The Owner will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the Owner. The County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(C) **Sewage Treatment and Disposal.** Sewage treatment and disposal will be supplied to the Property by private septic system. The Owner will construct, or cause to be constructed, all necessary sewage treatment and disposal service infrastructure within the Property and the sewage treatment and disposal service infrastructure will be maintained by the Owner. The County is not responsible for any construction, treatment, maintenance, or costs associated with sewage treatment and disposal service and/or infrastructure to or within the Property. The sewage treatment and disposal service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) **Storm Water Management.** The Owner will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property. The County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. The applicable requirements and standards for all storm water management improvements shall be the more stringent of either the requirements and standards contained in the Laws and Land Development regulations as may be modified pursuant to Section 5.02 hereof or the requirements and standards established by the South Carolina Department of Health and Environmental Control or its successor agency. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(E) **Solid Waste Collection.** The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in the County. It is understood and acknowledged that the County does not presently provide solid waste disposal for single, multi-family or commercial developments.

(F) **Recycling Services.** The County shall provide recycling services to the Property on the same basis as is provided to other residents and businesses within the County. It is understood and acknowledged that the County does not presently provide recycling services for single, multi-family or commercial developments.

(G) **Law Enforcement Protection Services.** The County shall provide law enforcement protection services to the Property on the same basis as is provided to other residents and businesses within the County.

(H) **Emergency Medical Services (EMS).** The County shall provide emergency medical services to the Property on the same basis as is provided to other residents and businesses within the County.

(I) **Fire Services.** The Property is located in the Levy Fire Service District and fire services will be provided by the Levy Fire Department, or its successor entities.

(J) **Library Services.** The County shall provide library services to the Property on the same basis as is provided to other residents and businesses within the County.

(K) **Parks and Recreation Services.** The County shall provide parks and recreation services to the Property on the same basis as is provided to other residents and businesses within the County.

(L) **School Services.** Public school services are now provided by the Jasper County School District. The Owner acknowledges that the County has no authority or responsibility for providing public school services in the County.

(M). **Hours of Operation.** Hours of operation for off-road equipment and mulching/bagging/processing equipment are limited to 7:00 a.m. to 7:00 p.m. Monday through Saturday during Daylight Saving Time and 7:00 p.m. to 6:00 p.m. Monday through Saturday when Daylight Saving Time is not observed.

(N). **Noise Abatement** – The operator shall use Best Management Practices to minimize noise from the development. This noise BMP shall include, at a minimum, proper maintenance of mufflers on equipment (trucks, trackhoes, pumps, mulching, bagging and processing, etc.). Noise levels emanating from the development shall not exceed 55 decibels at any point one thousand (1,000) feet from the exterior boundary of the Property.

## ARTICLE V MISCELLANEOUS

**Section 5.01. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To The Owner:           Bellinger Hill Properties, LLC  
                                  Attn: Madison Daly  
                                  1465 Bellinger Hill Road  
                                  Hardeeville, SC 29927

With a Copy to (does not constitute notice):

                                  Haynsworth Sinkler Boyd, P.A.  
                                  Attn: Ron Scott, Esq.  
                                  1201 Main Street (hand delivery/courier service)  
                                  P.O. Box 11889

Columbia, South Carolina 29201

To County: Jasper County, South Carolina  
Attn: County Administrator  
358 Third Avenue (hand delivery/courier service)  
Ridgeland, South Carolina 29936

With a Copy to (does not constitute notice):

Jasper County, South Carolina  
Attn: County Attorney  
358 Third Avenue (hand delivery/courier service)  
Ridgeland, South Carolina 29936

### **Section 5.02. Amendments.**

(A) This Agreement may not be amended or cancelled in whole or in part except upon mutual consent of the County and the Owner. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

(B) Any minor modifications of this Agreement, enumerated in Section 5.02(D) hereof, may be made without a public hearing and shall constitute an amendment of this Agreement upon mutual written consent of the County and the Owner. Any major modifications of this Agreement, enumerated in Section 5.02(D) hereof, shall constitute an amendment of this Agreement and may occur only pursuant to the public notice and hearing requirements of the Act.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

(D) Minor and Major Modification of the Development Agreement. The Parties recognize that periodic modifications to the Development Plan may be needed to address market conditions, environmental challenges, and other elements. The following will outline what is considered a minor modification and a major modification to this Agreement and the processes for a minor modification and major modification to this Agreement.

- a. Minor Modifications: The Director of the Planning and Building Department for the County shall have the authority to administratively approve a minor modification to this Agreement. The following modifications, adjustment, and clarifications shall constitute minor modifications to this Agreement:
  - i. Correction of any typographic or scrivener's error.

- ii. Minor adjustments to the site layout set forth in Exhibit B attached hereto caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff.
  - iii. Dimensional adjustments that are within ten percent (10%) of the dimensional requirements set forth in Exhibit B attached hereto and/or dimensional adjustments that are within ten percent (10%) of the dimensional requirements as set forth in other applicable County codes or ordinances, as approved by the Director of the Planning and Building Department for the County.
  - iv. Recording of any subsequent laws or regulations enforceable pursuant to the public hearing provisions of Section 6-31-80(B) of the Act.
  - v. Recording of modification in the addressee provisions of Section 5.01 of this Agreement.
  - vi. Recording of any instruments or documentation to evidence any act permissible or regulated pursuant to the terms of this Agreement, where the Agreement does not specifically provide for the recording of such instruments or documentation.
  - vii. Adjustments to the development schedule set forth in Exhibit C, including commencement dates and interim completion dates, as requested by the Owner.
- b. Major Modifications: major modifications are those that do not qualify as a minor modification. Major modifications must be processed and considered in the same manner as set forth in the Act.

**Section 5.03. Periodic Review.** At least every twelve (12) months, the Director of the Planning and Building Department for the County, or his or her designee, must review compliance with this Agreement by the Owner. At the time of review the Owner must demonstrate good faith compliance with the terms of the Agreement.

**Section 5.04. Breach of Agreement.**

(A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Director of the Planning and Building Department for the County finds and determines that the Owner has committed a breach of the terms or conditions of this Agreement, then the Director of the Planning and Building Department for the County shall serve notice in writing, within a reasonable time after the periodic review, on the Owner setting forth with reasonable particularity the nature of the breach and the information supporting the determination, and providing the Owner sixty (60) days in which to cure or rectify said breach or account for those obligations pursuant to this Agreement that have a material effect on the ability of the Owner to cure such breach.

(B) If the Owner fails to cure the breach within sixty (60) days, or if the breach cannot be cured within such 60-day period and the Owner does not commence to cure the breach within such 60-day period, and thereafter diligently pursue the same to completion, then the County Council may unilaterally terminate or modify this Agreement; provided, that prior to terminating or modifying this Agreement as provided in this section, County Council must first give the Owner the opportunity (i) to rebut the finding and determination, or (ii) to consent to amend the Agreement to meet the County Council's concerns with respect to the determination.



**Section 5.05. Enforcement.** The Parties shall each have the right to enforce the terms, provisions, and conditions of this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

**Section 5.06. No Third-Party Beneficiary.** The provisions of this Agreement may be enforced only by the Parties and their successors and assigns. No other persons, natural or corporate, shall have any rights hereunder.

**Section 5.07. Recording of Agreement.** The Parties agree that the Owner shall record this Agreement with the County Clerk of Court within fourteen (14) days after the date of execution of this Agreement.

**Section 5.08. Administration of Agreement.** The County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

**Section 5.09. Effect of Annexation and Incorporation.** The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by section 6-31-110 of the Act. The County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

**Section 5.10. Estoppel Certificate.** Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, without inquiry, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

**Section 5.11. Entire Agreement.** This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

**Section 5.12. Covenant to Sign Other Documents.** The County and the Owner acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement, and the County and the Owner agree to cooperate with the execution thereof.

**Section 5.13. Construction of Agreement.** The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 5.14. Assignment.** The rights, obligations, duties, and responsibilities devolved by this Agreement on or to the Owner are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05 hereof. The County may assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

**Section 5.15. Governing Law; Jurisdiction; and Venue.**

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 14th Judicial Circuit of the State of South Carolina.

**Section 5.16. Counterparts.** This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**Section 5.17. Eminent Domain.** Nothing contained in this Agreement shall limit, impair, or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

**Section 5.18. Severability.** If any provision of this Agreement is held to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect. However, if any invalid provision would prevent or materially impair the Owner's right or ability to complete performance of this Agreement, the Parties agree to use their best efforts to renegotiate such provision(s) in order for the Owner to complete performance of this Agreement.

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) the County and the Owner have each executed the Agreement, and (ii) the Owner has delivered to the County Administrator clocked-in copies of the recorded Agreement. If the County Administrator has not received clocked-in copies of the Agreement within ten (10) business days after recording the Agreement with the Jasper County Clerk of Court, then this Agreement is automatically terminated without further action of either the County or the Owner. The obligation of the Owner pursuant to section 4.02 hereof is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on the Owner pursuant to Section 4.02 hereof survives the termination of this Agreement pursuant to this Section 5.19.

{TWO SIGNATURE PAGES AND SEVEN (7) EXHIBITS FOLLOW}  
{REMAINDER OF PAGE INTENTIONALLY BLANK}



**WITNESSES:**

\_\_\_\_\_  
Carolina

Name:

\_\_\_\_\_  
Name:

**COUNTY:**

**JASPER COUNTY, SOUTH CAROLINA,**  
a political subdivision of the State of South

\_\_\_\_\_  
By: Andrew P. Fulghum  
Its: County Administrator

[COUNTY SEAL]

Attest:

\_\_\_\_\_  
Wanda ~~Simmons~~Giles  
Clerk to County Council

**SOUTH CAROLINA**            )  
  )  
**JASPER COUNTY**            )

**ACKNOWLEDGMENT**

Andrew P. Fulghum, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: \_\_\_\_\_

\_\_\_\_\_

Notary Public for the State of South Carolina

My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Jasper County Tax Map#: 038-00-08-044

**EXHIBIT B**  
**DEVELOPMENT PLAN**

1. Daly Organics Planned Development District and Concept Plan: The Daly Organics Planned Development District and Concept Plan, which is [adopted contemporaneously as Ordinance No. 2025-02 and](#) attached hereto ~~as Exhibit B-1~~, incorporated by reference, and made a part hereof, shall serve as the general guide for the location of roads, buildings, and other development features and land uses. The Property shall be generally developed consistent with the approved Development Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

2. Zoning District: The Property is in the Planned Development District and shall be developed consistent with the provisions of the applicable zoning restrictions/requirements unless otherwise specified in the Agreement.

3. Permitted Uses: As set forth in “Section II – Land Use” of ~~Exhibit B-1~~ [the Daly Organics Planned Development District and Concept Plan, approved by Ordinance No. 2025-02](#), the Property shall be permitted to include allowed land uses and intensities of the following zoning districts established in the Jasper County Zoning Ordinance and Land Development Regulations: Rural Preservation, General Commercial, and Industrial Development. With respect to the [Residential](#), General Commercial and Industrial Development land uses, the allowed uses are limited to the existing farm, including the composting and mulching operations, the proposed bagging facility, and other uses in support of Daly Organics operations. Excluded land uses are set forth in “Section II – Land Use” of ~~Exhibit B-1~~ [the Daly Organics Planned Development District and Concept Plan, approved by Ordinance No. 2025-02](#). The permitted location and development standards for all said uses on the Property shall be identified on the approved Development Plan, provided that the Owner, at its sole discretion, shall have the sole right and discretion to adjust the location of said uses at the Property.

4. Excluded Uses: Excluded land uses are set forth in “Section II – Land Use” of ~~Exhibit B-1~~ [the Daly Organics Planned Development District and Concept Plan, approved by Ordinance No. 2025-02](#). With respect to the [Residential](#), General Commercial and Industrial Development land uses, the allowed uses are limited to the existing farm, including the composting and mulching operations, the proposed bagging facility, and other uses in support of Daly Organics operations.

5. Dimensional Requirements: The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the [Daly Organics Planned Development District and Concept Plan, approved by Ordinance No. 2025-02](#).

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT C**  
**DEVELOPMENT SCHEDULE**

This estimated Development Schedule is subject to update according to Section 1.07 of the Agreement. Within one year after the Agreement Date, the Owner anticipates beginning environmental assessments, site development studies, and/or plan development for the Property. Subject to approval by the County of development plans and permits, which approval the County agrees that it will not unreasonably withhold, the Owner anticipates beginning construction at the Property within one years after the Agreement Date. Consistent with the long-term approach to planning and developing the Property, the County and the Owner anticipate the following interim completion dates for development of the Property pursuant to the Agreement.

<b><u>Year</u></b>	<b><u>Percentage Completed</u></b>
1	20%
2	40%
3	60%
4	80%
5	100%

For the limited purpose of this Exhibit C only, the Development of any portion of the Property shall be deemed completed upon the approval of a development permit for such portion.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT D**  
**REQUIRED INFORMATION**

The Act and ~~Ordinance No. [ ]~~ require Section 20-101 of the Jasper County, South Carolina Code of Ordinances being codified with Municode© and current on Municode© through Supplement No. 4 as of \_\_\_\_\_, 2025, as amended through the date of this Agreement requires a development agreement to include certain information. The following information is provided in conformance with the Act ~~and Ordinance No. [ ]~~.

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Bellinger Hill Properties, LLC, is the legal and equitable owner of the Property.

(B) *the duration of the agreement which must comply with section 6-31-40 of the Act. See Section 1.10.*

(C) *a representation by the Owner of the number of acres of highland contained in the property subject to the agreement. See Section 2.02.*

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property. See Section 1.05.*

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height. See Section 1.06 and Exhibit B.*

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the Owner. See Article IV.*

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement. See Section 4.04. The Owner shall comply with all applicable environmental laws.*

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the Owner of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions. See Section 3.04.*

(I) *a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the Agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).*

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures. The Owner shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.*



(K) a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See Section 1.07 and Exhibit C.

(L) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.

(M) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of the County Code of Ordinances, or both. See Section 3.01(B) and Exhibit E.

(N) a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See Section 3.03.

(O) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See Section 5.09.

(P) a provision relating to the amendment, cancellation, modification, or suspension of the Agreement. See Section 5.02.

(Q) a provision for periodic review, consistent with the Act. See Section 5.03.

(R) a provision addressing the effects of a material breach of the ~~agreement~~Agreement, consistent with the provisions of ~~Ordinance No. H~~the Act. See Section 5.04.

(S) a provision that the Owner, within 14 days after the County executes the Agreement, will record the Agreement with County Clerk of Court. See Section 5.07.

(T) a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, the County and the Owner. See Section 1.09(A).

(U) a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See Section 1.09(B), Section 3.05, and Section 5.14.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

**EXHIBIT E**  
**LAWS AND LAND DEVELOPMENT REGULATIONS**

1. Ordinance No. ~~\_\_\_\_\_~~2025-02, zoning the Property as a Planned Development District.
2. Ordinance No. ~~\_\_\_\_\_~~2025-03, approving this Development Agreement.
3. Zoning Regulations of Jasper County: The Zoning Regulations are cited as Appendix A - Zoning of the Jasper County, South Carolina Code of Ordinances being codified with Municode© and current on Municode© through Supplement No. 4 as of \_\_\_\_\_, 2025, as amended through the date of this Agreement, except as the provisions thereof may be clarified or modified by the terms of this Agreement. A copy of the Zoning Regulations has been signed by the Parties and is on file in the office of County Planning and Building Department.
- ~~3. Ordinance No. \_\_\_\_\_, the Development Agreement Ordinance.~~
- ~~4. Unified Development Ordinance of Jasper County: Ordinance No. [], as amended as of the Agreement Date (“UDO”). The UDO includes Ordinance No. [], as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Jasper County. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning Department.~~
4. ~~5. Land Development Regulations of Jasper County: See~~ Unified Development Ordinance of Jasper County:
- ~~6. (Article [], Chapter [], Jasper County Code of Ordinances [] [] []).~~
7. ~~“Zoning Regulations” means this UDO~~): The UDO is cited as Appendix B - Land Development Agreement and Regulations within the Jasper County ~~Development Ordinance(s)~~, South Carolina Code of Ordinances being codified with Municode© and current on Municode© through Supplement No. ~~as 4~~ as of \_\_\_\_\_, 2025, as amended through the date of this Agreement ~~except as the provisions thereof may be clarified or modified by the terms of this Agreement~~. A copy of the UDO has been signed by the Parties and is on file in the office of County Planning and Building Department.

{NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE}



**WHEREAS**, the Petitioner has requested and the County has approved a modification in the Development Schedule of Section 1.07, of the Development Agreement as more specifically set forth herein below with respect to the portion of the Property more specifically identified in the legal description attached hereto as Attachment A (the “Addendum Property”).

**NOW, THEREFORE**, the Petitioner desires to execute and record this Addendum to the Development Agreement to modify the Development Schedule of Section 1.07, of the Development Agreement as follows:

**1. Modification of Development Phasing Schedule.** The Development Schedule for the Addendum Property shall hereby be modified as follows:

**[insert description of the proposed modification, including a proposed schedule for the submittal of the Development Applications consistent with the proposed modification]**

**2. Approval by County.** This modification of the Development Schedule for the Addendum Property has been approved by the County as evidenced by the Planning and Zoning Director’s signature and insignia imprinted below. This approval constitutes a finding by the County that the Petitioner has demonstrated good cause to modify the Development Schedule for the Addendum Property.

\_\_\_\_\_  
**[insert name]**  
Director of Planning and Building  
Jasper County

Director of Planning and Building  
Dated Stamp of Approval

**3. Effect of Modification of Development Phasing Schedule.** Except as specifically modified in this Addendum with respect to the Development Schedule for the Addendum Property, no other modification or amendment of the Development Agreement shall be effected by the recording of this Addendum, and all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum shall be binding upon the County, the Petitioner, its successors and assigns, and shall run with the title to the Addendum Property.

**4. Recording Required.** This Addendum shall be recorded by the Petitioner within fourteen (14) days of the date of County’s approval herein below. The modification of the Development Schedule shall be effective upon the recording of this Addendum, and this Addendum as recorded shall constitute conclusive evidence of the same.

**5. Authority.** The Petitioner represents and warrants that this Addendum has been duly authorized by all necessary corporate action.

**[insert Section 6. only if Petitioner is not [ORIGINAL OWNER NAME] or its successor in corporate interest]**

**6. Consent by Property Owner.** The undersigned Property Owner hereby consents to the modification of the Development Phasing Schedule for the Addendum Property:

Witness:

**Property Owner:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named \_\_\_\_\_, (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (Property Owner), \_\_\_\_\_ (corporate form), sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with \_\_\_\_\_ (witness #2), the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
County, State of \_\_\_\_\_

\_\_\_\_\_  
(Witness #1 sign here)

My Commission Expires: \_\_\_\_\_

[NOTARIAL STAMP-SEAL]

**[Insert Signature Pages for Petitioner]**

**[Insert Attachment A: Legal Description of Assignment Property]**

**Exhibit G  
Form Assignment**

STATE OF SOUTH CAROLINA	)	
	)	ASSIGNMENT AND ASSUMPTION
	)	OF CERTAIN DEVELOPMENT RIGHTS
COUNTY OF JASPER	)	AND OBLIGATIONS PURSUANT TO
	)	A DEVELOPMENT AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION OF CERTAIN DEVELOPMENT RIGHTS AND OBLIGATIONS PURSUANT TO A DEVELOPMENT AGREEMENT (“Assignment”)** is made effective on the

[insert date of Assignment]

, by

[insert name of assignor]

, (the “Assignor”), and

[insert name of assignee]

, (the “Assignee”), (collectively, the “Parties”).

RECITALS

**WHEREAS**, BELLINGER HILL PROPERTIES, LLC, a South Carolina limited liability company, is a party to that certain Development Agreement with JASPER COUNTY, SOUTH CAROLINA, effective date of \_\_\_\_\_, 2025, recorded on \_\_\_\_\_, 2025 in the office of Jasper County Clerk of Court in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Development Agreement”); and

**WHEREAS**, the Development Agreement is appurtenant to and runs with that certain real property situate in Jasper County, State of South Carolina, as set forth on a legal description of the real property attached to the Development Agreement as Exhibit A (the “Property”); and

**WHEREAS**, the Development Agreement establishes certain vested Development Rights and development obligations as more specifically set forth therewith; and

**WHEREAS**, Section 3.05 of the Development Agreement authorizes the conveyance, sale, transfer, ground lease, and other dedications by Bellinger Hill Properties, LLC, and its successors and assigns of any portion or all of the Property, and Sections 3.05 and 5.14 of the Development Agreement authorizes the Assignment by Bellinger Hill Properties, LLC, and its successors and assigns, of any portion or all of its Development Rights and/or development obligations to such transferee or grantee; and

**[insert interim conveyances and assignments, if any]**

WHEREAS, on

**[insert date of contract to sell and purchase a portion or all of the Property]**

Assignor and Assignee entered into a contract to sell and purchase that portion of the Property as more specifically set forth in the legal description attached hereto as Attachment A (the “Assignment Property”); and

**WHEREAS**, in consideration of Assignor’s agreement to convey the Assignment Property to Assignee, Assignee has agreed to assume those certain development obligations under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below; and

**WHEREAS**, in consideration of Assignee’s agreement to acquire the Assignment Property, Assignor has agreed to assign to Assignee those certain Development Rights under the Development Agreement appurtenant to the Assignment Property as more specifically set forth herein below.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the Parties agree as follows:

**1. Assignment and Assumption of Development Rights.** Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, those certain Development Rights as specifically set forth herein:

**[insert assigned Development Rights]**

**2. Retained Development Rights.** Assignor retains any and all Development Rights not specifically assigned to Assignee herein above, including without limitation:

**[insert retained Development Rights]**

**3. Assignment and Assumption of Development Obligations.** Assignor hereby assigns to Assignee and Assignee hereby assumes from Assignor those certain development obligations as specifically set forth herein:

**[insert assigned development obligations]**

**4. Retained Development Obligations.** Assignor retains the following development obligations:

**[insert retained development obligations]**

**5. Release; Indemnity.** Assignee hereby releases Assignor and its successors and assigns (other than Assignee and its affiliates, successors and assigns) from any and all liability in connection with the performance of any of the development obligations and the exercise of any Development Rights as specifically set forth herein above. Assignee shall indemnify, defend and hold harmless Assignor and its members, managers, officers, agents, employees, successors and assigns, from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, reasonable attorneys’ and consultants’ fees) arising in any manner, directly or indirectly, out of or by reason of the development obligations and Development Rights as specifically set forth hereinabove. This indemnification shall survive the execution and delivery of this Assignment and the closing of the sale of the Assignment Property to Assignee.

6. **Severability.** If any provision of this Assignment shall be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected thereby.

7. **Notice to Jasper County.** Assignor covenants and agrees for the benefit of Assignee that, to the full extent required under the Development Agreement, Assignor shall, prior to or contemporaneously with the making hereof, comply with all requirements of the Development Agreement regarding notice of Assignment to Jasper County. Pursuant to Section 3.05 of the Development Agreement, Assignee shall have the obligation to record this executed Assignment with the Jasper County Clerk of Court, together with the recording of the instrument transferring an interest in the Assignment Property to Assignee.

8. **Binding Effect.** This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall run with the title to the Property.

9. **Authority.** The undersigned Parties each represent and warrant that this Assignment has been duly authorized by all necessary company action.

10. **Counterparts.** This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

[Insert Signature Pages]

[Insert **Attachment A: Legal Description of Assignment Property**]



# AGENDA

## ITEM # 14

**ORDINANCE NO. O-2025-05**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND TS CONDUCTOR CORP., ALSO KNOWN AS PROJECT SALMON, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, PROVIDING FOR THE PAYMENT OF FEE-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.**

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

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

**WHEREAS**, CP Hardeeville, LLC (the "Developer") owns property in the County consisting of two parcels more specifically described in Exhibit A hereto (the “Real Property”); and

**WHEREAS**, Developer owns and has constructed a speculative building on one of the parcels of Real Property described in Exhibit A as “Parcel C” (the “Parcel C Building”); and

**WHEREAS**, TS Conductor Corp., also known as Project Salmon (the “Company”), intends to enter into a lease agreement with the Developer for the Parcel C Building and to directly invest over \$20,000,000 in leasehold improvements to, and personal property to be located in the Parcel C Building in order to establish a new manufacturing facility in the County; and

**WHEREAS**, the Company further intends to acquire from or to enter into one or more lease agreements with Developer for the construction of one or more buildings on “Parcel D” as described in Exhibit A which will result in the direct investment of over \$40,000,000 in Real Property leasehold improvements and personal property to be located thereon (collectively, the Real Property leasehold improvements and personal property shall be referred to herein as “Leasehold Improvements and Equipment”).

**WHEREAS**, the Real Property is subject to a Fee Agreement dated February 22, 2022 (the "2022 FILOT Agreement"), which provides for a fee-in-lieu of tax transaction and a 30 year 40% special source revenue credit; and

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

**WHEREAS**, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the Property has been incorporated into a multi-county park pursuant to an agreement by and between Jasper County, South Carolina and Hampton County, South Carolina, as such agreement may be further supplemented, modified, amended, or replaced from time to time; and

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

**WHEREAS**, at the request of the Company and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Company (the "Fee Agreement"), pursuant to which the County will provide certain incentives to the Company with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Special Source Revenue Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and

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

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

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

- (a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;
- (c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

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

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

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

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

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

**DONE, RATIFIED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2025.

**JASPER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
John A. Kemp, Chairman of Jasper County Council

ATTEST:

\_\_\_\_\_  
Wanda Giles, Clerk

Jasper County Council

First Reading: 02.18.2025

Second Reading: 03.03.2025

Public Hearing: 03.03.2025

Third Reading: 03.17.2025

EXHIBIT A

REAL PROPERTY

PARCEL C – TAX MAP #038-00-04-063

PARCEL D – TAX MAP #038-00-04-059

**ORDINANCE NO. O-2025-05**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND TS CONDUCTOR CORP., ALSO KNOWN AS PROJECT SALMON, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, PROVIDING FOR THE PAYMENT OF FEE-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.**

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

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

**WHEREAS**, CP Hardeeville, LLC (the "Developer") owns property in the County consisting of two parcels more specifically described in Exhibit A hereto (the “Real Property”); and

**WHEREAS**, Developer owns and has constructed a speculative building on one of the parcels of Real Property described in Exhibit A as “Parcel C” (the “Parcel C Building”); and

**WHEREAS**, TS Conductor Corp., also known as Project Salmon (the “Company”), intends to enter into a lease agreement with the Developer for the Parcel C Building and to directly invest over \$20,000,000 in leasehold improvements to, and personal property to be located in the Parcel C Building in order to establish a new manufacturing facility in the County; and

**WHEREAS**, the Company further intends to acquire from or to enter into one or more lease agreements with Developer for the construction of one or more buildings on “Parcel D” as described in Exhibit A which will result in the direct investment of over \$40,000,000 in Real Property leasehold improvements and personal property to be located thereon (collectively, the Real Property leasehold improvements and personal property shall be referred to herein as “Leasehold Improvements and Equipment”).

**WHEREAS**, the Real Property is subject to a Fee Agreement dated February 22, 2022 (the "2022 FILOT Agreement"), which provides for a fee-in-lieu of tax transaction and a 30 year 40% special source revenue credit; and

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

**WHEREAS**, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the Property has been incorporated into a multi-county park pursuant to an agreement by and between Jasper County, South Carolina and Hampton County, South Carolina, as such agreement may be further supplemented, modified, amended, or replaced from time to time; and

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

**WHEREAS**, at the request of the Company and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Company (the "Fee Agreement"), pursuant to which the County will provide certain incentives to the Company with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Special Source Revenue Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and

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

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

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



- (a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;
- (c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

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

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

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

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

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

**DONE, RATIFIED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2025.

**JASPER COUNTY, SOUTH CAROLINA**

---

John Kemp, Chairman of Jasper County Council

ATTEST:

---

Wanda Giles, Clerk  
Jasper County Council

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading:

EXHIBIT A

REAL PROPERTY

PARCEL C – TAX MAP #038-00-04-063

PARCEL D – TAX MAP #038-00-04-059

---

---

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

**BETWEEN**

**TS CONDUCTOR CORP.**

**AND**

**JASPER COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF MARCH 17, 2025**

**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	TS Conductor Corp., also known as Project Salmon	
<b>Project Location</b>	See Exhibit A attached hereto	
<b>Tax Map Nos.</b>		
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>Phase Exemption Period</li> </ul>	30 Years	Section 1.1
<ul style="list-style-type: none"> <li>Contract Minimum Investment Requirement</li> </ul>	\$20,000,000	Section 1.1
<ul style="list-style-type: none"> <li>Investment Period</li> </ul>	7 Years	Section 1.1
<ul style="list-style-type: none"> <li>Assessment Ratio</li> </ul>	6%	Section 4.1
<ul style="list-style-type: none"> <li>Millage Rate</li> </ul>	.436	Section 4.1
<ul style="list-style-type: none"> <li>Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	Section 4.1
<ul style="list-style-type: none"> <li>Minimum Investment Requirement</li> </ul>	Act Minimum Investment	Section 1.1
<b>Multicounty Park</b>	Jasper and Hampton County	
<b>Infrastructure Credit</b>		
<ul style="list-style-type: none"> <li>Brief Description</li> </ul>	50% SSRC Leasehold Improvements and Equipment	Section 5.1
<ul style="list-style-type: none"> <li>Credit Term</li> </ul>	10 Years. The Credit Term shall be extended to 20 years if the Company invests a cumulative total of \$40,000,000 during the Investment Period and extended to 30 years if the Company invests a cumulative total of \$60,000,000 during the Investment Period.	Section 5.1

<ul style="list-style-type: none"> <li>Claw Back Information</li> </ul>	<p>The 50% SSRC shall be reduced on a prorated basis if the Company does not invest at least \$20,000,000 prior to the end of the Investment Period.</p>	<p>Section 6.1</p>
<p><b>Other Information</b></p>		

---

**TABLE OF CONTENTS**

---

	Page
Recitals.....	1
 <b>ARTICLE I</b> <b>DEFINITIONS</b>  	
Section 1.1 Terms.....	2
 <b>ARTICLE II</b> <b>REPRESENTATIONS AND WARRANTIES</b>  	
Section 2.1 Representations, Warranties, and Agreements of the County .....	6
Section 2.2 Representations, Warranties, and Agreements of the Sponsor .....	6
 <b>ARTICLE III</b> <b>THE PROJECT</b>  	
Section 3.1 The Project .....	7
Section 3.2 Leased Property .....	7
Section 3.3 Filings and Reports .....	7
 <b>ARTICLE IV</b> <b>FILOT PAYMENTS</b>  	
Section 4.1 FILOT Payments.....	7
Section 4.2 FILOT Payments on Replacement Property .....	8
Section 4.3 Removal of Components of the Project .....	9
Section 4.4 Damage or Destruction of Economic Development Property .....	10
Section 4.5 Condemnation .....	10
Section 4.6 Calculating FILOT Payments on Diminution in Value .....	11
Section 4.7 Payment of <i>Ad Valorem</i> Taxes .....	11
Section 4.8 Place of FILOT Payments.....	11
 <b>ARTICLE V</b> <b>ADDITIONAL INCENTIVES</b>  	
Section 5.1 Infrastructure Credits .....	11
 <b>ARTICLE VI</b> <b>CLAW BACK</b>  	
Section 6.1 Claw Back.....	12

ARTICLE VII  
DEFAULT

Section 7.1 Events of Default .....13  
Section 7.2 Remedies on Default.....13  
Section 7.3 Reimbursement of Legal Fees and Other Expenses .....14  
Section 7.4 Remedies Not Exclusive .....14

ARTICLE VIII  
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect .....14  
Section 8.2 Confidentiality .....14  
Section 8.3 Indemnification Covenants .....15  
Section 8.4 No Liability of County Personnel .....15  
Section 8.5 Limitation of Liability .....16  
Section 8.6 Assignment .....16  
Section 8.7 No Double Payment, Future Changes in Legislation.....16  
Section 8.8 Administration Expenses .....16

ARTICLE IX  
SPONSOR AFFILIATES

Section 9.1 Sponsor and Sponsor Affiliates .....16

ARTICLE X  
MISCELLANEOUS

Section 10.1 Notices .....17  
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor.....18  
Section 10.3 Counterparts .....18  
Section 10.4 Governing Law .....18  
Section 10.5 Headings .....18  
Section 10.6 Amendments .....18  
Section 10.7 Agreement to Sign Other Documents .....18  
Section 10.8 Interpretation; Invalidity; Change in Laws .....18  
Section 10.9 Force Majeure .....19  
Section 10.10 Termination; Termination by Sponsor.....19  
Section 10.11 Entire Agreement .....19  
Section 10.12 Waiver .....19  
Section 10.13 Business Day.....20  
Section 10.14 Agreement’s Construction .....20

Exhibit A – Description of Property  
Exhibit B – Form of Joinder Agreement



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

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of March 17, 2025, between Jasper County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Jasper County Council (“*County Council*”) as the governing body of the County, and TS Conductor Corp., also known as Project Salmon, a corporation organized and existing under the laws of the State of Delaware (the “*Company*”), the Company also being referred to herein as the “Sponsor”.

WITNESSETH:

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

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

**WHEREAS**, CP Hardeeville, LLC (the “*Developer*”) owns property in the County consisting of two parcels more specifically described in Exhibit A hereto (the “*Real Property*”) which is subject to that certain Fee Agreement dated as of February 22, 2022 by and between the Developer and the County, as may be amended and restated from time to time (the “*Developer Fee Agreement*”); and

**WHEREAS**, Developer owns and has constructed a speculative building on one of the parcels of Real Property described in Exhibit A as “Parcel C” (the “*Parcel C Building*”); and

**WHEREAS**, the Company, intends to enter into a lease agreement with the Developer for the Parcel C Building and to directly invest over \$20,000,000 in leasehold improvements to, and personal property to be located in the Parcel C Building in order to establish a new manufacturing facility in the County; and

**WHEREAS**, the Company further intends to acquire from or to enter into one or more lease agreements with Developer for the construction of one or more buildings on “Parcel D” as

described in Exhibit A which will result in the direct investment of over \$40,000,000 in Real Property leasehold improvements and personal property to be located thereon (collectively, the Real Property leasehold improvements and personal property shall be referred to herein as “Leasehold Improvements and Equipment”).

**WHEREAS**, the Real Property is subject to a Fee Agreement dated February 22, 2022 (the "2022 FILOT Agreement"), which provides for a fee-in-lieu of tax transaction and a 30 year 40% special source revenue credit; and

**WHEREAS**, by an ordinance enacted on March 17, 2025, County Council authorized the County to enter into this Fee Agreement with the Company to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Company to develop the Project in the County.

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

## **ARTICLE I DEFINITIONS**

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

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

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

“**Administration Expenses**” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments [Special Source Revenue Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2025.

“**Company**” shall mean TS Conductor Corp., also known as Project Salmon, and any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“**Contract Minimum Investment Requirement**” means a taxable investment in Leasehold Improvements and Equipment at the Project of not less than \$20,000,000 which shall be evidenced by the Company’s property tax return filed with the South Carolina Department of Revenue or such other documentation reasonably satisfactory to the County.

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

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

“**Credit Term**” means the years during the Fee Term in which the Special Source Revenue Credit is applicable, as described in Section 5.1.

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

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

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

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

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

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

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

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

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

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2031, the Final Termination Date is expected to be January 15, 2062, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending seven (7) years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act.

**“Leasehold Improvements”** means those improvements made to the Building(s) by or for the benefit of the Company.

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

**“Multicounty Park”** means the multicounty industrial or business park governed by that certain Agreement for the Establishment of Multi-County Industrial/Business Park between the County and Hampton County, South Carolina, as may be amended.

**“Net FILOT Payment”** means the FILOT Payment net of the Special Source Revenue Credit.

**“Parcel C Building”** means the building constructed by the Developer on Parcel C.

**“Parcel D Building(s)”** means the building(s) to be constructed by the Company or the Developer on Parcel D.

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

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

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

“**Project**” means all the Equipment, Improvements, and Real Property improvements in the County that the Company or any other Sponsor or Sponsor Affiliate determine to be necessary, suitable, or useful by the Company or such other Sponsor or Sponsor Affiliate in connection with its investment in the County.

“**Real Property**” shall have the meaning set forth in the Recitals.

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

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

“**Special Source Revenue Credit**” means the credits provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Economic Development Property. Special Source Revenue Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting Equipment.

“**Sponsor**” means the Company and any entity that joins with the Company and participates in the investment in, or financing of, the Project and which meet the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project. An additional Sponsor must join in the Fee Agreement by that Joinder Agreement, the form of which is attached hereto as Exhibit B. The Sponsor may also be a Sponsor Affiliate.

“**Sponsor Affiliate**” means an entity that joins with or is an affiliate of a Sponsor and participates in the investment at the Project and joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

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

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

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

## ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

(f) The County will amend and restate the Developer Fee Agreement to provide the Real Property with a 50% special source revenue credit during such time as the Company leases the Real Property.

**Section 2.2. *Representations and Warranties of the Sponsors.*** Each Company represents and warrants as follows:

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

(b) The Company intends to develop the Project for the purpose of operating a manufacturing facility and for such other purposes that the Act permits as the Company may deem appropriate.

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

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

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

(f) The Company has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Company intends to invest in Leasehold Improvements and Equipment, which together with the Real Property and Improvements, comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

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

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

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

(b) On request by the County Administrator, a Sponsor shall remit to the County Administrator records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii)

confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

## **ARTICLE IV FILOT PAYMENTS**

(a) **Section 4.1. FILOT Payments.** Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under the Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Fee Term with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

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

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation; provided however, at the election of a Sponsor, the fair market value will be determined by appraisal by the Department, in which case the Real Property and Improvements will be subject to reappraisal no more than once every 5 years; and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company or a Sponsor if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.



- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2024, which is .436, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.

Upon election by a Company or any Sponsor to have any Real Property valued by appraisal of the Department, the Company or Sponsor, as the case may be, shall notify the County and such election shall be evidenced by an amendment to the Fee Agreement.

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

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

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

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

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

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, a Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are

Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

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

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

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

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

**Section 4.5. *Condemnation.***

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

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

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

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

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

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

## **ARTICLE V ADDITIONAL INCENTIVES**

**Section 5.1. Special Source Revenue Credits.** To assist in paying for costs of Infrastructure, the Sponsor and any qualifying Sponsor or Sponsor Affiliate is entitled to claim a Special Source Revenue Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. All qualifying expenses of the Sponsor during the Investment Period shall qualify for a 10-year (the “Credit Term”) Special Source Revenue Credit (“SSRC”) which is comprised of a 50% SSRC (the “50% SSRC”); provided however, the Credit Term may be extended as hereinafter provided. In no event may a Sponsor’s aggregate SSRC claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

The Company contemplates an initial investment of at least \$20,000,000 at Parcel C Building and an additional \$40,000,000 in investment resulting from two (2) expansions which are expected to occur at Parcel D Building(s). The Credit Term will be extended if the Company meets and certifies in writing certain investment thresholds. More specifically, if the Company has invested a cumulative total of \$40,000,000 in Economic Development Property prior to the end of the Investment Period, the Credit Term shall be extended to 20 years. Further, if the Company has invested a cumulative total of \$60,000,000 in Economic Development Property prior to the end of the Investment Period, the Credit Term shall be extended to 30 years.

The Company has agreed to amend and restate the Developer Fee Agreement to provide the Real Property with a 50% SSRC as long as the Company leases the Real Property. To the extent the Credit Term is extended pursuant to the terms of this Agreement, the County agrees to extend the Credit Term in the Developer Fee Agreement so that the Credit Term in this Agreement and the Developer Fee Agreement shall be equal. In the event the County is unable to amend the Developer Fee Agreement to provide for the 50% SSRC or to extend the Credit Term in the Developer Fee Agreement, the County agrees to increase the SSRC in this Agreement to provide a commensurate benefit to the Company.

At or before the end of the Investment Period, the Company will complete and file the form attached hereto as Exhibit C with the County Administrator, Auditor, Treasurer and Assessor of the County. The form will provide for the total amount of investment in Economic Development Property.

For each property tax year during the Credit Term, as may be extended, the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

## **ARTICLE VI CLAW BACK**

### **Section 6.1. Claw Back.**

(i) If, following the end of the Investment Period, the Company failed to meet the Contract Minimum Investment Requirement, the County may, in its discretion, reduce the Total Credit by a prorated amount based upon the Company's achievement percentage (the "Achievement Percentage"). The Achievement Percentage shall be determined as a percentage of the actual investment divided by the Contract Minimum Investment and, if less than 100%, a percentage amount equal to (1-the Achievement Percentage) shall be applied to (i) reimburse the County for the "*Excess Credit Benefit*" as calculated below, and (ii) reduce prospectively the Total Credit on a prospective basis only.

For example, (and by way of example only) if the Company invested or cause to be invested \$15,000,000 in Leasehold Improvements and Equipment at Parcel C Building by the end of the Investment Period, the Company's Achievement Percentage would be 75% (i.e.,  $\$15,000,000/\$20,000,000 = 75\%$ ). Since the Company's Achievement Percentage in this example is less than 100%, the County may, at its discretion, reduce the 50% SSRC by 25% (1-the Achievement Percentage), that is from 50% to 37.5%. In this example, in the years following the end of the Investment Period, the Total Credit would be reduced to 37.5% of FILOT Payments made with respect to the Project.

Additionally, the Excess Credit Benefit would be calculated based on the difference between the value of the SSRC actually received during the investment period at 50% and what the value of the SSRC would have been during the Investment Period after the reduction provided for in this section. For example, (and by way of example only) if the value of the SSRC to the Company had been \$1,400,000 over the Investment Period based on the 50% SSRC, the value of the SSRC to the Company based on a 37.5% SSRC over the Investment Period would be \$1,050,000. The difference between \$1,400,000 and \$1,050,000 is the Excess Credit Benefit in the amount of \$350,000. In the event of an Excess Credit Benefit, the Company shall have the option to either (i) repay the Excess Credit Benefit or (ii) forego any future SSRC until the County has recaptured the Excess Credit Benefit.

(ii) The County acknowledges that the clawback arrangement set forth in the Developer Fee Agreement shall not be an obligation of the Company.

## **ARTICLE VII DEFAULT**

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

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A representation or warranty made by a Sponsor which is deemed materially incorrect when deemed made;

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

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

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

### **Section 7.2. *Remedies on Default.***

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

(i) terminate this Fee Agreement as to the defaulting Sponsor's interest; or

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

(iii) Notwithstanding anything set forth herein to the contrary, in the event the Sponsor, together with any other Sponsor or Sponsor Affiliate, fail to meet the Contract Minimum Investment Requirement, the County's sole remedy will be the clawback as provided in Article VI.

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

## **ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS**

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

**Section 8.2. Confidentiality.** The County acknowledges that a Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("**Confidential Information**") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "**Confidential Information.**" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement

prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

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

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

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

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

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

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

(f) the obligations under this Section 8.3 shall survive termination of this Fee Agreement.

**Section 8.4. *No Liability of County Personnel.*** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the

County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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

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

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

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

## **ARTICLE IX SPONSOR AND SPONSOR AFFILIATES**

**Section 9.1. *Sponsor and Sponsor Affiliates.*** The Sponsor may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or



(20), respectively, and Section 12-44-130 of the Act, which Sponsors or Sponsor Affiliates shall be persons who join with the Company and other Sponsors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement. All other Sponsor or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Act are subject to the consent of the County, which consent shall not be unreasonably withhold. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 4.1 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Contract Minimum Investment Requirement by the end of the Investment Period. A Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 9.01 in accordance with Section 12-44-130(B) of the Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become a party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates. The Sponsor's or Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor or Sponsor Affiliate, as the case may be, to the County.

## **ARTICLE X MISCELLANEOUS**

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

### **IF TO THE COMPANY:**

TS Conductor Corp.  
15272 Newsboy Circle  
Huntington Beach, California 92649  
Attn: Jason Huang, CEO

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

Haynsworth Sinkler Boyd, P.A.  
Attn: Gary W. Morris  
1201 Main Street, Suite 2200  
Columbia, SC 29201

**IF TO THE COUNTY:**

Jasper County, South Carolina  
Attn: County Administrator  
PO Box 1149  
358 Third Avenue,  
Ridgeland, SC 29936

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

Parker Poe Adams & Bernstein  
Attn: Ray Jones  
1221 Main Street, Suite 1100  
Columbia, SC 29201

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signature pages follow]*

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

REMAINDER OF PAGE INTENTIONALLY BLANK]

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

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

**ATTEST:**

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

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

**TS CONDUCTOR CORP.**

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

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

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

PARCEL C – TAX MAP #038-00-04-063  
PARCEL D – TAX MAP #038-00-04-059

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

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective as of \_\_\_\_\_, 2025 (“Fee Agreement”), between Jasper County, South Carolina (“County”) and TS Conductor Corp.

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor/Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor/Sponsor Affiliate under the Fee Agreement and Section 12-44-30(18), Section 12-44-30(20) and Section 12-44-130 of the Act.

[As a Sponsor, \_\_\_\_\_ hereby further agrees to fully perform all of the obligations of the Sponsor set forth in the Fee Agreement.]

**2. Capitalized Terms.**

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

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

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

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

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

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



**4. Governing Law.**

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

**5. Notice.**

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

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

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

\_\_\_\_\_  
Date

**TS CONDUCTOR CORP.**

Name of Entity

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

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

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

**JASPER COUNTY, SOUTH CAROLINA**

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

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

Exhibit C

Investment Certification Report

The Company certifies that at the time of this report its total Investment in Leasehold Improvements and Equipment at the Property is \$\_\_\_\_\_. As a result, the following checked boxes apply.

The SSRC is reduced because the Company did not invest at least \$20,000,000. The 50% SSRC is reduced to \_\_\_\_\_%.

The Credit Term is extended to 20 years because the Company invested a cumulative total of more than \$40,000,000 but less than \$60,000,000.

The Credit Term is extended to 30 years because the Company invested a cumulative total of more than \$60,000,000.

I declare the above information to be correct and complete, and that I am authorized to report this information.

TS Conductor Corp.

By: \_\_\_\_\_  
Authorized Company Representative (Signature)

Date: \_\_\_\_\_

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

---

---

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

**BETWEEN**

**PROJECT SALMONTS CONDUCTOR CORP.**

**AND**

**JASPER COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF MARCH 17, 2025**

**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<u>TS Conductor Corp., also known as</u> Project Salmon	
<b>Project Location</b>	See Exhibit A attached hereto	
<b>Tax Map Nos.</b>		
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>Phase Exemption Period</li> </ul>	30 Years	Section 1.1
<ul style="list-style-type: none"> <li>Contract Minimum Investment Requirement</li> </ul>	\$20,000,000	Section 1.1
<ul style="list-style-type: none"> <li>Investment Period</li> </ul>	7 Years	Section 1.1
<ul style="list-style-type: none"> <li>Assessment Ratio</li> </ul>	6%	Section 4.1
<ul style="list-style-type: none"> <li>Millage Rate</li> </ul>	<del>.440</del> .436	Section 4.1
<ul style="list-style-type: none"> <li>Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	Section 4.1
<ul style="list-style-type: none"> <li>Minimum Investment Requirement</li> </ul>	Act Minimum Investment	Section 1.1
<b>Multicounty Park</b>	Jasper and Hampton County	
<b>Infrastructure Credit</b>		
<ul style="list-style-type: none"> <li>Brief Description</li> </ul>	50% SSRC Leasehold Improvements and Equipment	Section 5.1
<ul style="list-style-type: none"> <li>Credit Term</li> </ul>	10 Years. The Credit Term shall be extended to 20 years if the Company invests a cumulative total of \$40,000,000 during the Investment Period and extended to 30 years if the Company invests a cumulative total of \$60,000,000 during the Investment Period.	Section 5.1

<ul style="list-style-type: none"> <li>Claw Back Information</li> </ul>	<p>The 50% SSRC shall be reduced on a prorated basis if the Company does not invest at least \$20,000,000 prior to the end of the Investment Period.</p>	<p>Section 6.1</p>
<p><b>Other Information</b></p>		

---

**TABLE OF CONTENTS**

---

	Page
Recitals.....	1
<b>ARTICLE I DEFINITIONS</b>	
Section 1.1 Terms.....	2
<b>ARTICLE II REPRESENTATIONS AND WARRANTIES</b>	
Section 2.1 Representations, Warranties, and Agreements of the County .....	5
Section 2.2 Representations, Warranties, and Agreements of the Sponsor .....	6
<b>ARTICLE III THE PROJECT</b>	
Section 3.1 The Project .....	7
Section 3.2 Leased Property .....	7
Section 3.3 Filings and Reports .....	7
<b>ARTICLE IV FILOT PAYMENTS</b>	
Section 4.1 FILOT Payments.....	7
Section 4.2 FILOT Payments on Replacement Property .....	9
Section 4.3 Removal of Components of the Project .....	9
Section 4.4 Damage or Destruction of Economic Development Property .....	9
Section 4.5 Condemnation .....	10
Section 4.6 Calculating FILOT Payments on Diminution in Value .....	10
Section 4.7 Payment of <i>Ad Valorem</i> Taxes .....	10
Section 4.8 Place of FILOT Payments.....	10
<b>ARTICLE V ADDITIONAL INCENTIVES</b>	
Section 5.1 Infrastructure Credits .....	11
<b>ARTICLE VI CLAW BACK</b>	
Section 6.1 Claw Back.....	12

ARTICLE VII  
DEFAULT

Section 7.1 Events of Default .....12  
Section 7.2 Remedies on Default.....13  
Section 7.3 Reimbursement of Legal Fees and Other Expenses .....13  
Section 7.4 Remedies Not Exclusive .....13

ARTICLE VIII  
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect .....14  
Section 8.2 Confidentiality .....14  
Section 8.3 Indemnification Covenants .....14  
Section 8.4 No Liability of County Personnel .....15  
Section 8.5 Limitation of Liability .....15  
Section 8.6 Assignment .....15  
Section 8.7 No Double Payment, Future Changes in Legislation.....15  
Section 8.8 Administration Expenses .....16

ARTICLE IX  
SPONSOR AFFILIATES

Section 9.1 Sponsor and Sponsor Affiliates .....16

ARTICLE X  
MISCELLANEOUS

Section 10.1 Notices .....16  
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor.....17  
Section 10.3 Counterparts .....17  
Section 10.4 Governing Law .....17  
Section 10.5 Headings .....18  
Section 10.6 Amendments .....18  
Section 10.7 Agreement to Sign Other Documents .....18  
Section 10.8 Interpretation; Invalidity; Change in Laws .....18  
Section 10.9 Force Majeure .....18  
Section 10.10 Termination; Termination by Sponsor.....18  
Section 10.11 Entire Agreement .....19  
Section 10.12 Waiver .....19  
Section 10.13 Business Day.....19  
Section 10.14 Agreement’s Construction .....19

Exhibit A – Description of Property  
Exhibit B – Form of Joinder Agreement

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

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("*Fee Agreement*") is entered into, effective, as of March 17, 2025, between Jasper County, South Carolina ("*County*"), a body politic and corporate and a political subdivision of the State of South Carolina ("*State*"), acting through the Jasper County Council ("*County Council*") as the governing body of the County, and TS Conductor Corp., also known as Project Salmon, a corporation organized and existing under the laws of the State of Delaware (the "*Company*"), the Company also being referred to herein as the "Sponsor".

WITNESSETH:

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

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

**WHEREAS**, CP Hardeeville, LLC (the "*Developer*") owns property in the County consisting of two parcels more specifically described in Exhibit A hereto (the "*Real Property*") which is subject to that certain Fee Agreement dated as of February 22, 2022 by and between the Developer and the County, as may be amended and restated from time to time (the "*Developer Fee Agreement*"); and

**WHEREAS**, Developer owns and has constructed a speculative building on one of the parcels of Real Property described in Exhibit A as "Parcel C" (the "*Parcel C Building*"); and

**WHEREAS**, Project Salmon (the "*Company*")the Company, intends to enter into a lease agreement with the Developer for the Parcel C Building and to directly invest over \$20,000,000 in leasehold improvements to, and personal property to be located in the Parcel C Building in order to establish a new manufacturing facility in the County; and

**WHEREAS**, the Company further intends to acquire from or to enter into one or more lease agreements with Developer for the construction of one or more buildings on "Parcel D" as



described in Exhibit A which will result in the direct investment of over \$40,000,000 in Real Property leasehold improvements and personal property to be located thereon (collectively, the Real Property leasehold improvements and personal property shall be referred to herein as “Leasehold Improvements and Equipment”).

**WHEREAS**, the Real Property is subject to a Fee Agreement dated February 22, 2022 (the "2022 FILOT Agreement"), which provides for a fee-in-lieu of tax transaction and a 30 year 40% special source revenue credit; and

**WHEREAS**, by an ordinance enacted on ~~February 22, 2022~~ March 17, 2025, County Council authorized the County to enter into this Fee Agreement with the Company to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Company to develop the Project in the County.

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

## **ARTICLE I DEFINITIONS**

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

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

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

“**Administration Expenses**” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments [Special Source Revenue Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2025.

“**Company**” shall mean TS Conductor Corp., also known as Project Salmon, and any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“**Contract Minimum Investment Requirement**” means a taxable investment in Leasehold Improvements and Equipment at the Project of not less than \$20,000,000 which shall be evidenced by the Company’s property tax return filed with the South Carolina Department of Revenue or such other documentation reasonably satisfactory to the County.

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

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

“**Credit Term**” means the years during the Fee Term in which the Special Source Revenue Credit is applicable, as described in Section 5.1.

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

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

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

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

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

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

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

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

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

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2031, the Final Termination Date is expected to be January 15, 2062, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending seven (7) years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act.

**“Leasehold Improvements”** means those improvements made to the Building(s) by or for the benefit of the Company~~Project Salmon~~.

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

**“Multicounty Park”** means the multicounty industrial or business park governed by that certain Agreement for the Establishment of Multi-County Industrial/Business Park between the County and Hampton County, South Carolina, as may be amended.

**“Net FILOT Payment”** means the FILOT Payment net of the Special Source Revenue Credit.

**“Parcel C Building”** means the building constructed by the Developer on Parcel C.

**“Parcel D Building(s)”** means the building(s) to be constructed by the Company or the Developer on Parcel D.

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

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

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

“**Project**” means all the Equipment, Improvements, and Real Property improvements in the County that the Company or any other Sponsor or Sponsor Affiliate determine to be necessary, suitable, or useful by the Company or such other Sponsor or Sponsor Affiliate in connection with its investment in the County.

“**Real Property**” shall have the meaning set forth in the Recitals.

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

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

“**Special Source Revenue Credit**” means the credits provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Economic Development Property. Special Source Revenue Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting Equipment.

“**Sponsor**” means the Company and any entity that joins with the Company~~ies~~ and participates in the investment in, or financing of, the Project and which meet the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project. An additional Sponsor must join in the Fee Agreement by that Joinder Agreement, the form of which is attached hereto as Exhibit B. The Sponsor may also be a Sponsor Affiliate.

“**Sponsor Affiliate**” means an entity that joins with or is an affiliate of a Sponsor and participates in the investment at the Project and joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

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

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

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

## ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

(f) The County will amend and restate the Developer Fee Agreement to provide the Real Property with a 50% special source revenue credit during such time as the Company leases the Real Property.

**Section 2.2. *Representations and Warranties of the Sponsors.*** Each Company represents and warrants as follows:

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

(b) The Company intends to develop the Project for the purpose of operating a manufacturing facility and for such other purposes that the Act permits as the Company may deem appropriate.

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

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

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

(f) The Company has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Company intends to invest in Leasehold Improvements and Equipment, which together with the Real Property and Improvements, comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

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

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

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

(b) On request by the County Administrator, a Sponsor shall remit to the County Administrator records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii)

confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

## **ARTICLE IV FILOT PAYMENTS**

(a) **Section 4.1. FILOT Payments.** Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under the Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Fee Term with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

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

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation; provided however, at the election of a Sponsor, the fair market value will be determined by appraisal by the Department, in which case the Real Property and Improvements will be subject to reappraisal no more than once every 5 years; and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company or a Sponsor if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
  
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.

Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2024, which is ~~.440~~.436, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.

Upon election by a Company or any Sponsor to have any Real Property valued by appraisal of the Department, the Company or Sponsor, as the case may be, shall notify the County and such election shall be evidenced by an amendment to the Fee Agreement.

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

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

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

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

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

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, a Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are



Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

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

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

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

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

**Section 4.5. *Condemnation.***

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

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

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

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

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

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

## ARTICLE V ADDITIONAL INCENTIVES

**Section 5.1. Special Source Revenue Credits.** To assist in paying for costs of Infrastructure, the Sponsor and any qualifying Sponsor or Sponsor Affiliate is entitled to claim a Special Source Revenue Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. All qualifying expenses of the Sponsor during the Investment Period shall qualify for a 10-year (the “Credit Term”) Special Source Revenue Credit (“SSRC”) which is comprised of a 50% SSRC (the “50% SSRC”); provided however, the Credit Term may be extended as hereinafter provided. In no event may a Sponsor’s aggregate SSRC claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

The Company contemplates an initial investment of at least \$20,000,000 at Parcel C Building and an additional \$40,000,000 in investment resulting from two (2) expansions which are expected to occur at Parcel D Building(s). The Credit Term will be extended if the Company meets and certifies in writing certain investment thresholds. More specifically, if the Company has invested a cumulative total of \$40,000,000 in Economic Development Property prior to the end of the Investment Period, the Credit Term shall be extended to 20 years. Further, if the Company has invested a cumulative total of \$60,000,000 in Economic Development Property prior to the end of the Investment Period, the Credit Term shall be extended to 30 years.

The Company has agreed to amend and restate the Developer Fee Agreement to provide the Real Property with a 50% SSRC as long as the Company leases the Real Property. To the extent the Credit Term is extended pursuant to the terms of this Agreement, the County agrees to extend the Credit Term in the Developer Fee Agreement so that the Credit Term in this Agreement and the Developer Fee Agreement shall be equal. In the event the County is unable to amend the Developer Fee Agreement to provide for the 50% SSRC or to extend the Credit Term in the Developer Fee Agreement, the County agrees to increase the SSRC in this Agreement to provide a commensurate benefit to the Company.

At or before the end of the Investment Period, the Company will complete and file the form attached hereto as Exhibit C with the County Administrator, Auditor, Treasurer and Assessor of the County. The form will provide for the total amount of investment in Economic Development Property.

For each property tax year during the Credit Term, as may be extended, the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

## **ARTICLE VI CLAW BACK**

### **Section 6.1. Claw Back.**

(i) If, following the end of the Investment Period, the Company failed to meet the Contract Minimum Investment Requirement, the County may, in its discretion, reduce the Total Credit by a prorated amount based upon the Company's achievement percentage (the "Achievement Percentage"). The Achievement Percentage shall be determined as a percentage of the actual investment divided by the Contract Minimum Investment and, if less than 100%, a percentage amount equal to (1-the Achievement Percentage) shall be applied to (i) reimburse the County for the "*Excess Credit Benefit*" as calculated below, and (ii) reduce prospectively the Total Credit on a prospective basis only.

For example, (and by way of example only) if the Company invested or cause to be invested \$15,000,000 in Leasehold Improvements and Equipment at Parcel C Building by the end of the Investment Period, the Company's Achievement Percentage would be 75% (i.e.,  $\$15,000,000/\$20,000,000 = 75\%$ ). Since the Company's Achievement Percentage in this example is less than 100%, the County may, at its discretion, reduce the 50% SSRC by 25% (1-the Achievement Percentage), that is from 50% to 37.5%. In this example, in the years following the end of the Investment Period, the Total Credit would be reduced to 37.5% of FILOT Payments made with respect to the Project.

Additionally, the Excess Credit Benefit would be calculated based on the difference between the value of the SSRC actually received during the investment period at 50% and what the value of the SSRC would have been during the Investment Period after the reduction provided for in this section. For example, (and by way of example only) if the value of the SSRC to the Company had been \$1,400,000 over the Investment Period based on the 50% SSRC, the value of the SSRC to the Company based on a 37.5% SSRC over the Investment Period would be \$1,050,000. The difference between \$1,400,000 and \$1,050,000 is the Excess Credit Benefit in the amount of \$350,000. In the event of an Excess Credit Benefit, the Company shall have the option to either (i) repay the Excess Credit Benefit or (ii) forego any future SSRC until the County has recaptured the Excess Credit Benefit.

(ii) The County acknowledges that the clawback arrangement set forth in the Developer Fee Agreement shall not be an obligation of the Company.

## **ARTICLE VII DEFAULT**

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

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A representation or warranty made by a Sponsor which is deemed materially incorrect when deemed made;

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

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

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

### **Section 7.2. *Remedies on Default.***

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

(i) terminate this Fee Agreement as to the defaulting Sponsor's interest; or

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

(iii) Notwithstanding anything set forth herein to the contrary, in the event the Sponsor, together with any other Sponsor or Sponsor Affiliate, fail to meet the Contract Minimum Investment Requirement, the County's sole remedy will be the clawback as provided in Article VI.

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

## ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

**Section 8.2. Confidentiality.** The County acknowledges that a Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("**Confidential Information**") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "**Confidential Information.**" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement

prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

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

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

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

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

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

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

(f) the obligations under this Section 8.3 shall survive termination of this Fee Agreement.

**Section 8.4. *No Liability of County Personnel.*** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the

County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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

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

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

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

## ARTICLE IX SPONSOR AND SPONSOR AFFILIATES

**Section 9.1. *Sponsor and Sponsor Affiliates.*** The Sponsor may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or

(20), respectively, and Section 12-44-130 of the Act, which Sponsors or Sponsor Affiliates shall be persons who join with the Company and other Sponsors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement. All other Sponsor or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Act are subject to the consent of the County, which consent shall not be unreasonably withhold. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 4.1 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Contract Minimum Investment Requirement by the end of the Investment Period. A Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 9.01 in accordance with Section 12-44-130(B) of the Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become a party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates. The Sponsor's or Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor or Sponsor Affiliate, as the case may be, to the County.

## **ARTICLE X MISCELLANEOUS**

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

### **IF TO THE COMPANY:**

Project SalmonTS Conductor Corp.  
15272 Newsboy Circle  
Huntington Beach, CA 92649  
Attn: Jason Huang, CEO

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

Haynsworth Sinkler Boyd, P.A.  
Attn: Gary W. Morris  
1201 Main Street, Suite 2200  
Columbia, SC 29201



**IF TO THE COUNTY:**

Jasper County, South Carolina  
Attn: County Administrator  
PO Box 1149  
358 Third Avenue,  
Ridgeland, SC 29936

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

Parker Poe Adams & Bernstein  
Attn: Ray Jones  
1221 Main Street, Suite 1100  
Columbia, SC 29201

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signature pages follow]*

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

REMAINDER OF PAGE INTENTIONALLY BLANK]

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

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

**ATTEST:**

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

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

CORP.

**PROJECT SALMONTS CONDUCTOR**

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

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

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

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

PARCEL C – TAX MAP #038-00-04-063  
PARCEL D – TAX MAP #038-00-04-059

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

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective as of \_\_\_\_\_, 2025 (“Fee Agreement”), between Jasper County, South Carolina (“County”) and Project Salmon TS Conductor Corp.

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor/Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor/Sponsor Affiliate under the Fee Agreement and Section 12-44-30(18), Section 12-44-30(20) and Section 12-44-130 of the Act.

[As a Sponsor, \_\_\_\_\_ hereby further agrees to fully perform all of the obligations of the Sponsor set forth in the Fee Agreement.]

**2. Capitalized Terms.**

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

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

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

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

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

\_\_\_\_\_  
Date

**PROJECT SALMONTS CONDUCTOR CORP.**

Name of Entity

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

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

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

**JASPER COUNTY, SOUTH CAROLINA**

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

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



Exhibit C

Investment Certification Report

The Company certifies that at the time of this report its total Investment in Leasehold Improvements and Equipment at the Property is \$\_\_\_\_\_. As a result, the following checked boxes apply.

The SSRC is reduced because the Company did not invest at least \$20,000,000. The 50% SSRC is reduced to \_\_\_\_\_%.

The Credit Term is extended to 20 years because the Company invested a cumulative total of more than \$40,000,000 but less than \$60,000,000.

The Credit Term is extended to 30 years because the Company invested a cumulative total of more than \$60,000,000.

I declare the above information to be correct and complete, and that I am authorized to report this information.

~~Project Salmon~~ TS Conductor Corp.

By: \_\_\_\_\_  
Authorized Company Representative (Signature)

Date: \_\_\_\_\_

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

# AGENDA

## ITEM # 15



# 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](mailto:lwagner@jaspercountysc.gov)

## Jasper County Council Staff Report

<b>Meeting Date:</b>	March 17, 2025
<b>Project:</b>	Zoning Map Amendment – Residential
<b>Applicant:</b>	Brock & Rose Burnette
<b>Tax Map Number:</b>	020-00-03-006 (5.70 acres) & 020-00-03-102 (5.65 acres)
<b>Submitted For:</b>	Public Hearing and 2 <sup>nd</sup> Reading
<b>Recommendation:</b>	Planning Commission recommends approval of Residential

**Description:** This is a request for a Zoning Map Amendment to have a property designated as Residential. The subject properties consist of 11.35 acres and are identified by TMS #s 020-00-03-006 & 020-00-03-102. The property is located at 345 Gassie Orr Road in Pineland. Both parcels are currently zoned Rural Preservation. The intent is to combine the subject properties with two adjacent parcels and then reconfigure the four (4) original parcels to five (5) parcels. The adjacent parcels are owned by the applicant and are zoned Residential. The Jasper County Land Development Regulations prohibit creating new parcels in different zoning districts to prevent additional properties from being split-zoned.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation”. The Rural Conservation areas seek to protect and promote the character of Jasper County that largely exists today outside of the municipalities.
- **Adjacent Zoning:** The adjacent parcels are zoned Rural Preservation and Residential.
- **Adjacent Land Use:** Adjacent land uses are residential and vacant property.

- **Traffic and Access:** The subject property is accessed by Gassie Orr Road, which is a county-maintained dirt road.

**Recommendation:** The Planning Commission reviewed this application at their meeting on February 11, 2025 and recommends approval to have the property designated as Residential.

**Attachments:**

1. Application
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-2025-06**

**AN ORDINANCE**

To amend the Official Zoning Map of Jasper County so as to transfer two properties located at 345 Gassie Orr Road, bearing Jasper County Tax Map Numbers 020-00-03-006 and 020-00-03-102 from the Rural Preservation Zoning District to the Residential Zoning District on the Jasper County Official Zoning Map.

**WHEREAS**, the owner of the parcels bearing Jasper County Tax Map Number 020-00-03-006 and 020-00-03-102, consisting of approximately 11.35 acres, located at 345 Gassie Orr Road, has requested rezoning of the parcels on the Official Zoning Map of Jasper County from the Rural Preservation Zoning District to the Residential Zoning District and that request has been submitted 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, two parcels, which are approximately 11.45 acres bearing Jasper County Tax Map Numbers 020-00-03-006 and 020-00-03-102, located at 345 Gassie Orr Road on the Jasper County Official Zoning Map in the Rural Preservation Zoning District shall be transferred to the Residential Zoning District.

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

---

**John A. Kemp**  
**Chairman**

**ATTEST:**

---

**Wanda Giles**  
**Clerk to Council**

**ORDINANCE: # O-2025-06**

**First Reading:** March 3, 2025

**Second Reading:** March 17, 2025

**Public Hearing:** March 17, 2025

**Adopted:** \_\_\_\_\_

---

Considered by the Jasper County Planning Commission at it's meeting on  
February 11, 2025 and recommended for approval.

---

Reviewed for form and draftsmanship by the Jasper County Attorney.

---

**David Tedder**

---

**Date**



## 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

### Zoning Map Amendment Application

<b>Owner or Owner- Authorized Applicant:</b>	Brock and Rose Burnette
<b>Address:</b>	4220 Gillison Branch Rd Pineland SC 29934
<b>Telephone/Fax:</b>	843-368-7526
<b>Email:</b>	burnettebrock@yahoo.com
<b>Property Address or Physical Location:</b>	Gassie Orr Rd
<b>Tax Map Number(s):</b>	020-00-03-102      020-00-03-006
<b>Gross Acreage:</b>	11.35 combined
<b>Current Zoning:</b>	Rural Preservation
<b>Proposed Zoning:</b>	Residential
<b>Administrative Fee: (\$250 per lot) except for PDD applications</b>	
<b>Date Mailed or Hand Delivered:</b>	1-28-25 Hand delivered
<b>Reason for Request: (attach narrative if necessary)</b>	Residential lots

Brock Burnette
1-27-25  
 Signature of Owner or Owner-Authorized Applicant Date  
 (Proof of owner-authorization required)

**Internal Use Only**

<b>Date Received:</b>	1-28-25
<b>Amount Received:</b>	\$300-
<b>Staff Member:</b>	J. Hayes





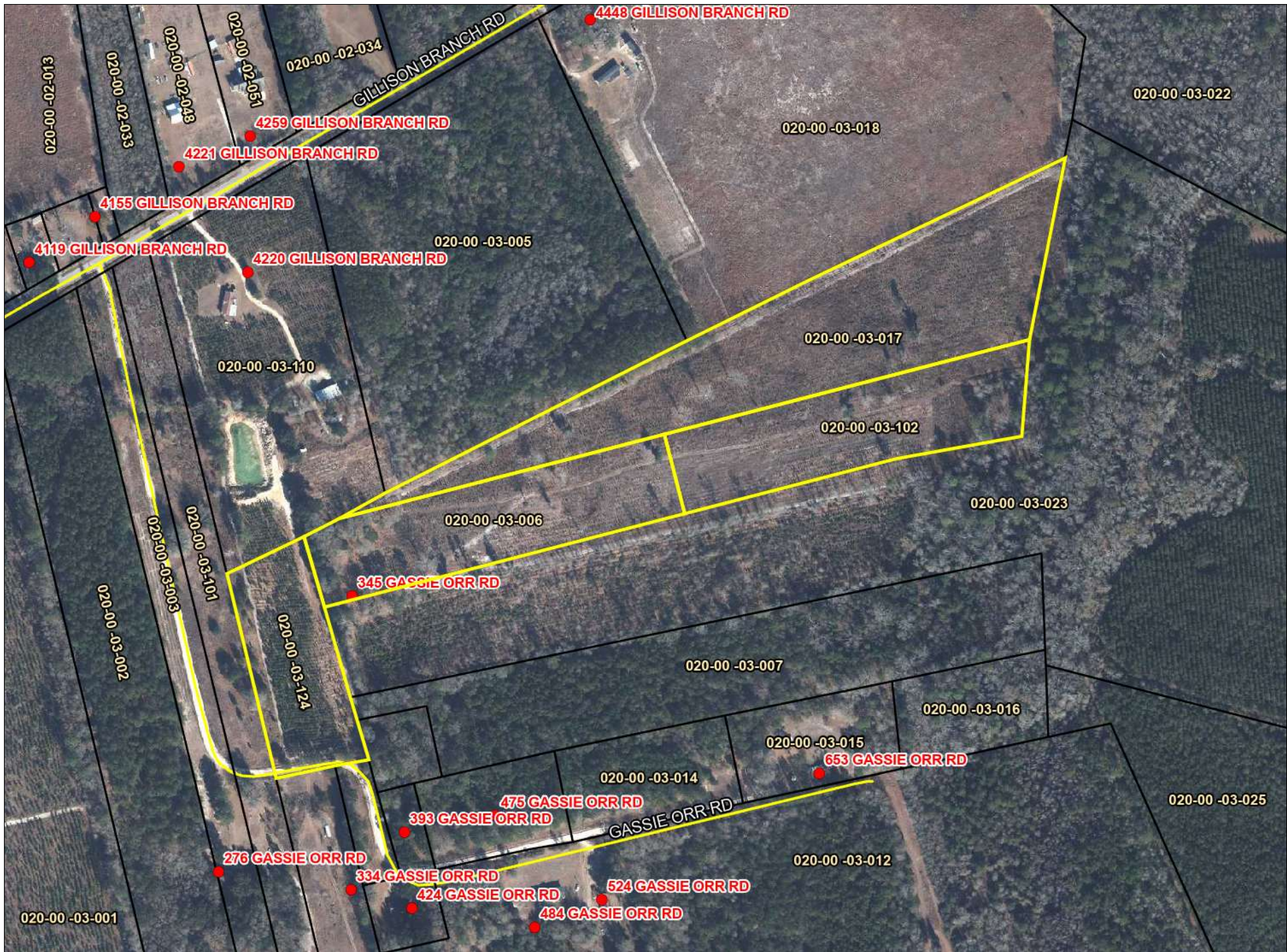
1. THE PROPERTY IS TO BE DEVELOPED AS A RESIDENTIAL SUBDIVISION.  
 2. THE SUBDIVISION IS TO BE BOUNDARIED BY THE EXISTING  
 3. PROPERTY LINES AND THE EXISTING ROADWAY TO THE WEST.  
 4. THE SUBDIVISION IS TO BE BOUNDARIED BY THE EXISTING  
 5. PROPERTY LINES AND THE EXISTING ROADWAY TO THE WEST.  
 6. THE SUBDIVISION IS TO BE BOUNDARIED BY THE EXISTING  
 7. PROPERTY LINES AND THE EXISTING ROADWAY TO THE WEST.  
 8. THE SUBDIVISION IS TO BE BOUNDARIED BY THE EXISTING  
 9. PROPERTY LINES AND THE EXISTING ROADWAY TO THE WEST.  
 10. THE SUBDIVISION IS TO BE BOUNDARIED BY THE EXISTING  
 11. PROPERTY LINES AND THE EXISTING ROADWAY TO THE WEST.

NO.	AREA	ACRES
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...
6	...	...
7	...	...
8	...	...
9	...	...
10	...	...
11	...	...
12	...	...
13	...	...
14	...	...
15	...	...
16	...	...
17	...	...
18	...	...
19	...	...
20	...	...
21	...	...
22	...	...
23	...	...
24	...	...
25	...	...
26	...	...
27	...	...
28	...	...
29	...	...
30	...	...
31	...	...
32	...	...
33	...	...
34	...	...
35	...	...
36	...	...
37	...	...
38	...	...
39	...	...
40	...	...
41	...	...
42	...	...
43	...	...
44	...	...
45	...	...
46	...	...
47	...	...
48	...	...
49	...	...
50	...	...

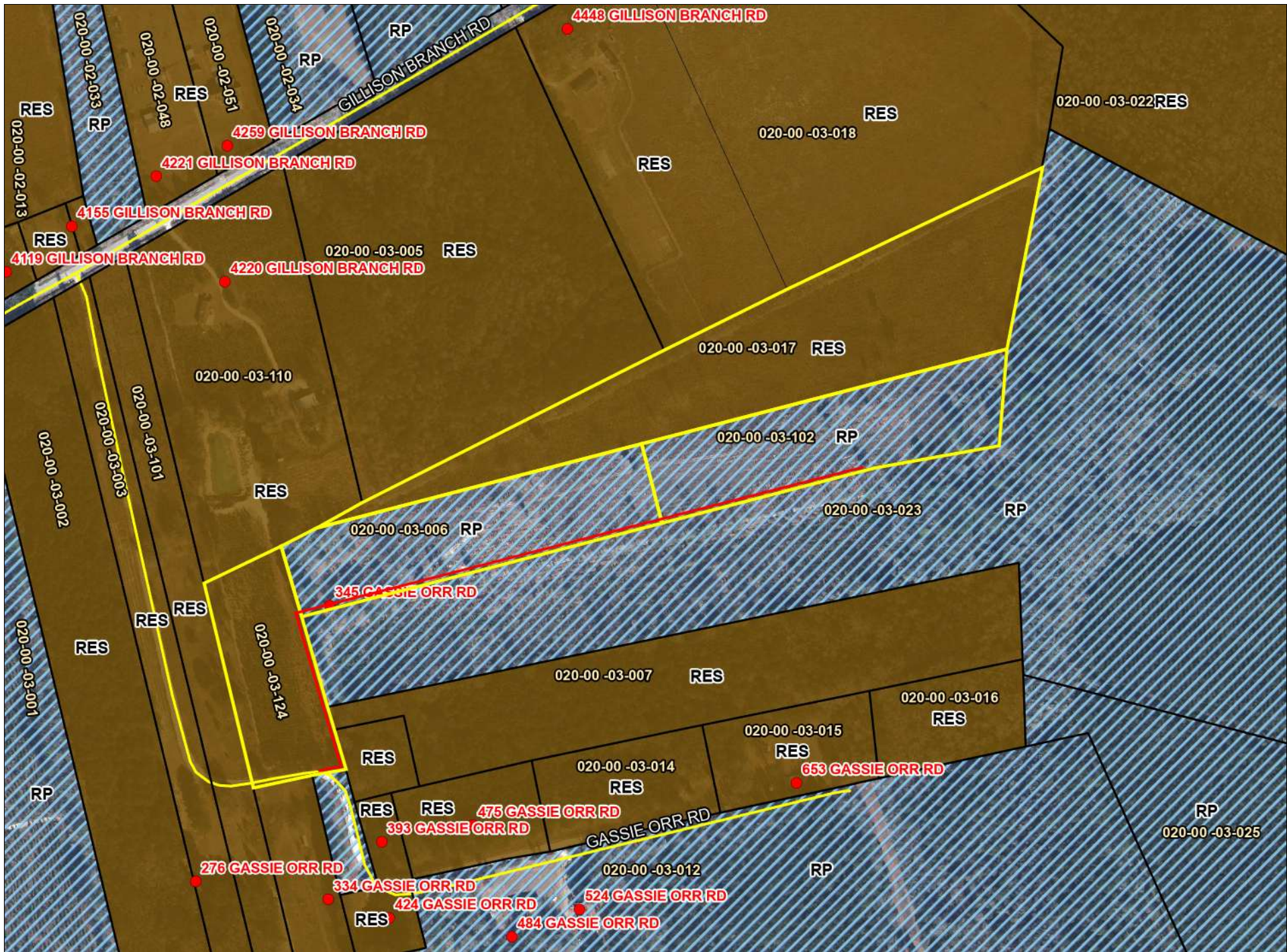
NO.	AREA	ACRES
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...
6	...	...
7	...	...
8	...	...
9	...	...
10	...	...
11	...	...
12	...	...
13	...	...
14	...	...
15	...	...
16	...	...
17	...	...
18	...	...
19	...	...
20	...	...
21	...	...
22	...	...
23	...	...
24	...	...
25	...	...
26	...	...
27	...	...
28	...	...
29	...	...
30	...	...
31	...	...
32	...	...
33	...	...
34	...	...
35	...	...
36	...	...
37	...	...
38	...	...
39	...	...
40	...	...
41	...	...
42	...	...
43	...	...
44	...	...
45	...	...
46	...	...
47	...	...
48	...	...
49	...	...
50	...	...













# AGENDA

## ITEM # 16



# Jasper County Planning and Building Services

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

Lisa Wagner, CFM  
Director of Planning and Building Services  
[lwagner@jaspercountysc.gov](mailto:lwagner@jaspercountysc.gov)

## Jasper County Council Staff Report

<b>Meeting Date:</b>	March 3, 2025
<b>Project:</b>	Zoning Map Amendment – General Commercial
<b>Applicant:</b>	Brian Manning
<b>Tax Map Number:</b>	080-03-00-019
<b>Submitted For:</b>	Public Hearing and 2 <sup>nd</sup> Reading
<b>Recommendation:</b>	Planning Commission recommends approval of General Commercial

**Description:** This is a zoning map amendment request to have a property designated as General Commercial. The subject property consists of .96 acres and is located at 139 Hartwell Avenue. The property is currently zoned Mixed Business and is part of a commercial subdivision known as Argent Business Park. The property is developed with a commercial building that was built for flex space. The end user intends to use the space as an event center, which is not allowed in Mixed Business. However, an event center is allowed in General Commercial. The property was originally zoned General Commercial, and the zoning was changed to Mixed Business at the end of 2016.

At the March 3, 2025 Council Meeting, there were concerns about whether or not there is enough parking for an event center. Currently, there are 10 parking spaces in front of the building and available parking behind the building. Although the parking spaces behind the building need to be clearly delineated, the space behind the building will provide an additional 10 – 12 parking spaces. The property owner has spoken to the business next door to see if they can utilize their additional parking spaces behind their building since most events will not be held during regular business hours. Article 12:1.3 of the Jasper County Zoning Ordinance allows Shared Parking as outlined below:

**Article 2:1.3 Shared Parking:** *Shared use of required nonresidential parking spaces may occur where two (2) or more uses on the same or separate sites are able to share the same parking spaces because their parking demands occur at different times. Shared use of required nonresidential parking spaces is allowed if the following documentation is submitted in writing with the building and zoning permit application:*

1. *The names and addresses of the uses and of the owners or tenants that are sharing the parking;*
2. *The location and number of parking spaces that are being shared;*
3. *A legal instrument such as an easement or deed restriction that guarantees access to the parking for both uses.*

While staff is working with the property owner to address the individual use of the proposed event center, the re-zoning request should be considered based on whether or not the zoning designations is supported by the Comprehensive Plan, whether or not the zoning designation is a compatible zoning district based on the built environment, are the allowed uses in General Commercial compatible with the area.

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

- ***Comprehensive Plan:*** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as a Commercial Node, which is appropriate for businesses, offices, retail, and multi-family use.
- ***Adjacent Zoning:*** The adjacent parcels are zoned General Commercial, Mixed Business and Rural Preservation.
- ***Adjacent Land Use:*** Adjacent land uses are commercial development and vacant property. Multi-family apartments are nearby.
- ***Traffic and Access:*** The subject property is accessed by Hartwell Avenue, which is a privately maintained road serving Argent Business Park. Hartwell Avenue is located off of Argent Blvd, which is a minor arterial road and is maintained by the state.

**Recommendation:** The Planning Commission reviewed this application at their meeting on February 11, 2025 and recommends approval to have the property designated as General Commercial.

**Attachments:**

1. Application
2. Ordinance
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer
5. Article 6, Jasper County Zoning Ordinance, Use Regulations – this Articles provides the allowed uses in all of the Zoning Districts, specifically General Commercial versus Mixed Business

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE: O-2025-07**

**AN ORDINANCE**

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 139 Hartwell Avenue, bearing Jasper County Tax Map Number 080-03-00-019 from the Mixed Business Zoning District to the General Commercial Zoning District on the Jasper County Official Zoning Map.

**WHEREAS**, the owner of a parcel bearing Jasper County Tax Map Number 080-03-00-019 consisting of approximately .96 acres, located at 139 Hartwell Avenue, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Mixed Business Zoning District to the General Commercial Zoning District and that request has been submitted 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 .96 acres bearing Jasper County Tax Map Number 080-03-00-019, located at 139 Hartwell Avenue on the Jasper County Official Zoning Map in the Mixed Business Zoning District shall be transferred to the General Commercial Zoning District.

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

---

**John A. Kemp**  
**Chairman**

**ATTEST:**

---

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

**ORDINANCE: # O-2025-07**

**First Reading:** March 3, 2025  
**Second Reading:** March 17, 2025  
**Public Hearing:** March 17, 2025  
**Adopted:** \_\_\_\_\_

---

Considered by the Jasper County Planning Commission at it's meeting on  
February 11, 2025 and recommended for approval.

---

Reviewed for form and draftsmanship by the Jasper County Attorney.

---

**David Tedder**

---

**Date**



# Jasper County Planning Department

358 Third Avenue - Post Office Box 1659  
 Ridgeland, South Carolina 29936  
 Phone: (843) 717-3650 Fax: (843) 726-7717

## Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	Brian Manning
Address:	139 Hartwell Ave
Telephone:	843-304-4173
Email:	brianmanning64@gmail.com
Property Address or Physical Location:	139 Hartwell Ave
Tax Map Number(s)	080-03-00-019
Gross Acreage:	0.96
Current Zoning	MB
Proposed Zoning:	GC
Administrative Fee: (\$300 per lot) except for PDD applications	
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	Banquet Hall / OFFICE SPACE (NO kitchen)

*[Handwritten Signature]*

Signature of Owner or Owner-Authorized Applicant  
 (Proof of owner-authorization required)

12-30-2025

Date

### Internal Use Only

Date Received:	12-30-2025
Amount Received:	300.00
Staff Member:	LW





067-00 -01-013

080-01 -00-035

PARK SLOPE CT

080-00 -03-173

BOROUGH PARK AVE

ARGENT BLVD

080-03 -00-001

HARTW... AVE

080-00 -03-177

FLATBUSH ST

BRIGHTON RD

080-00 -03-...

048

067-00 -01-010

067-00 -01-035

067-00 -01-067

067-00 -01-034

067-00 -01-039

ALM CT

SHADOWBROOK LN

VILLAGE DR

080-00 -03-116

CALHOUN ST

080-03 -00-008

KINGSMORE CR

080-03 -00-009

080-03 -00-004

080-03 -00-005

080-03 -00-016

080-03 -00-015

080-03 -00-014

080-03 -00-022

080-03 -00-017

080-03 -00-016

080-00 -03-159

080-00 -03-041

080-00 -03-077

080-00 -03-079

080-00 -03-040

080-00 -03-042

080-00 -03-045

080-00 -03-046

080-00 -03-068

080-00 -03-161

080-00 -03-162

080-00 -03-069

080-00 -03-0...

REDOAKS WAY

080-00 -03-058







# AGENDA

## ITEM # 17



# Jasper County Planning and Building Services

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

Lisa Wagner, CFM  
Director of Planning and Building Services  
[lwagner@jaspercountysc.gov](mailto:lwagner@jaspercountysc.gov)

## Jasper County Council Staff Report

<b>Meeting Date:</b>	March 17, 2025
<b>Project:</b>	Zoning Map Amendment – Residential
<b>Applicant:</b>	Jasper County
<b>Tax Map Number:</b>	003-00-01-009
<b>Submitted For:</b>	Public Hearing and 2 <sup>nd</sup> Reading
<b>Recommendation:</b>	Planning Commission recommends approval of Residential

**Description:** This is a zoning map amendment request to have a property designated as Residential. The subject property consists of 38 acres and is located at 594 Stokes Bluff Road. The property is currently split zoned Rural Preservation and Residential. The property is separated by Stokes Bluff Road, essentially creating two parcels of land. The portion of the property on the north side of Stokes Bluff is zoned Rural Preservation and is approximately 15.5 acres, while the portion of the property on the south side of Stokes Bluff Road is zoned Residential and is approximately 23 acres. The purpose is to subdivide the property, creating two separate parcels of land, creating a parcel on the north side of Stokes Bluff Road and a parcel on the south side of Stokes Bluff Road.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Resource Conservation”. The rural conservation areas fall alongside the rivers that flank the east and west of Jasper County. These areas are dominated by hydric soils, which are frequently associated with wetlands. In addition, these soils are very poorly suited to support septic systems. These areas should be used primarily for conservation and recreation. Any development should be very low in impact.
- **Adjacent Zoning:** The adjacent parcels are zoned Residential with Rural Preservation to the rear of the property (northern property line).

- ***Adjacent Land Use:*** Adjacent land uses are residential and vacant property.
- ***Traffic and Access:*** The subject property is accessed by Stokes Bluff Road, which is a two-lane state-maintained highway classified as a limited local road.

**Recommendation:** The Planning Commission reviewed this application at their meeting on February 11, 2025 and recommends approval to have the property designated as Residential.

**Attachments:**

1. Ordinance
2. Plat of Property
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer
5. Aerial map with wetland layer

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE: O-2025-08**

**AN ORDINANCE**

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 594 Stokes Bluff Landing Road, bearing Jasper County Tax Map Number 003-00-01-009 from the Rural Preservation and Residential Zoning District to the Residential Zoning District on the Jasper County Official Zoning Map.

**WHEREAS**, the Jasper County staff has requested the parcel bearing Jasper County Tax Map Number 003-00-01-009 consisting of approximately 38 acres, located at 594 Stokes Bluff Road, be re-zoned from the Rural Preservation and Residential Zoning District to the Residential Zoning District on the Official Zoning Map of Jasper County and that request has been submitted 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 38 acres bearing Jasper County Tax Map Number 003-00-01-009, located at 594 Stokes Bluff Road on the Jasper County Official Zoning Map in the Rural Preservation and Residential Zoning District shall be transferred to the Residential Zoning District.

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

---

**John A. Kemp**  
**Chairman**

**ATTEST:**

---

**Wanda Giles**  
**Clerk to Council**

**ORDINANCE: # O-2025-08**

**First Reading:** March 3, 2025  
**Second Reading:** March 17, 2025  
**Public Hearing:** March 17, 2025  
**Adopted:** \_\_\_\_\_

---

Considered by the Jasper County Planning Commission at it's meeting on  
February 11, 2025 and recommended for approval.

---

Reviewed for form and draftsmanship by the Jasper County Attorney.

---

**David Tedder**

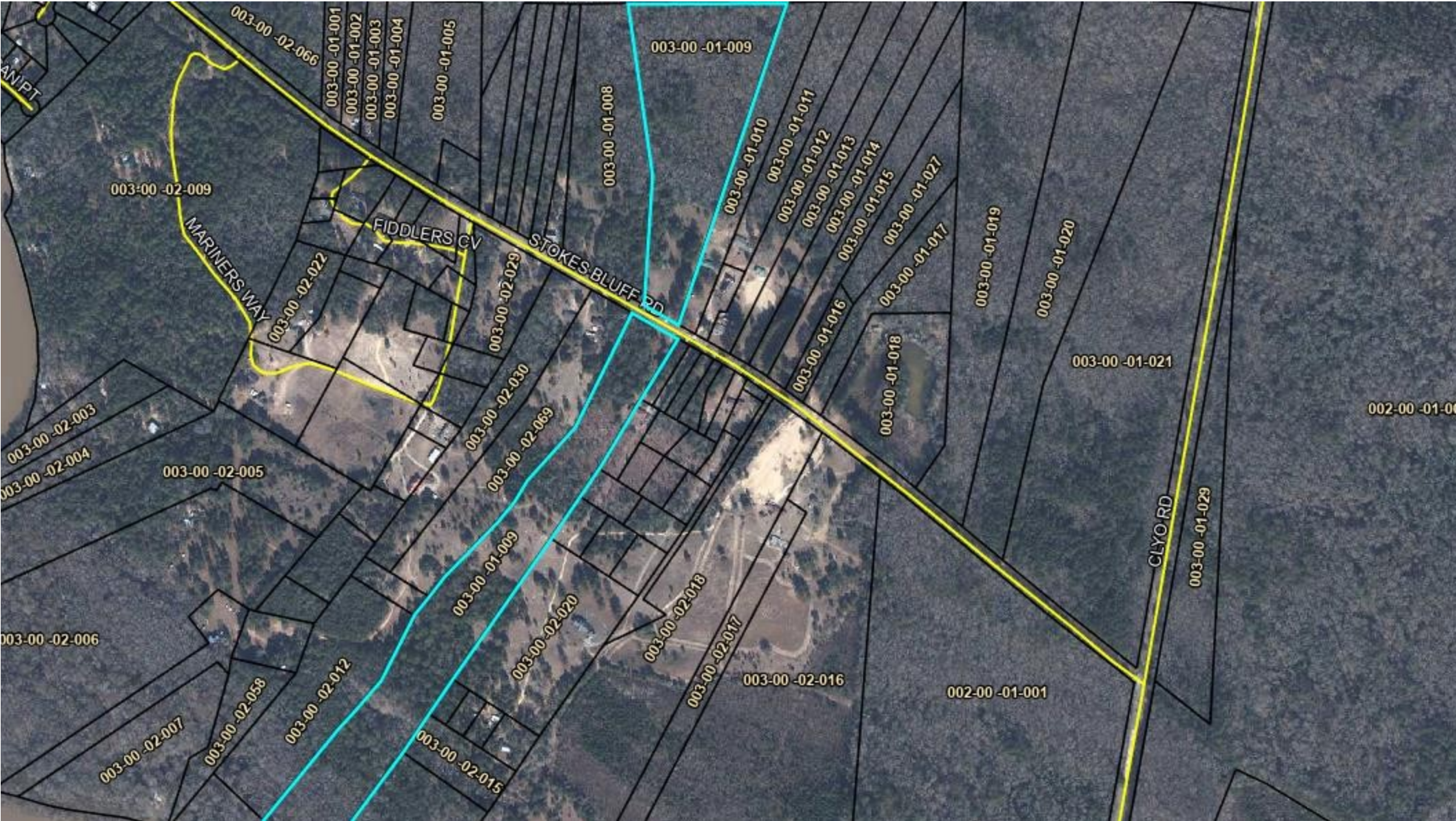
---

**Date**









AN IPT

003-00-02-009

MARINERS WAY

003-00-02-066

003-00-01-001  
003-00-01-002  
003-00-01-003  
003-00-01-004

003-00-01-005

FIDDLERS CV

003-00-01-009

003-00-01-008

STOKES BLUFF RD

003-00-01-010

003-00-01-011

003-00-01-012

003-00-01-013

003-00-01-014

003-00-01-015

003-00-01-016

003-00-01-018

003-00-01-017

003-00-01-019

003-00-01-020

003-00-01-021

002-00-01-001

003-00-02-003  
003-00-02-004

003-00-02-005

003-00-02-029

003-00-02-030

003-00-02-029

003-00-02-029

003-00-01-009

003-00-02-020

003-00-02-018

003-00-02-017

003-00-02-016

002-00-01-001

003-00-02-006

003-00-02-007

003-00-02-058

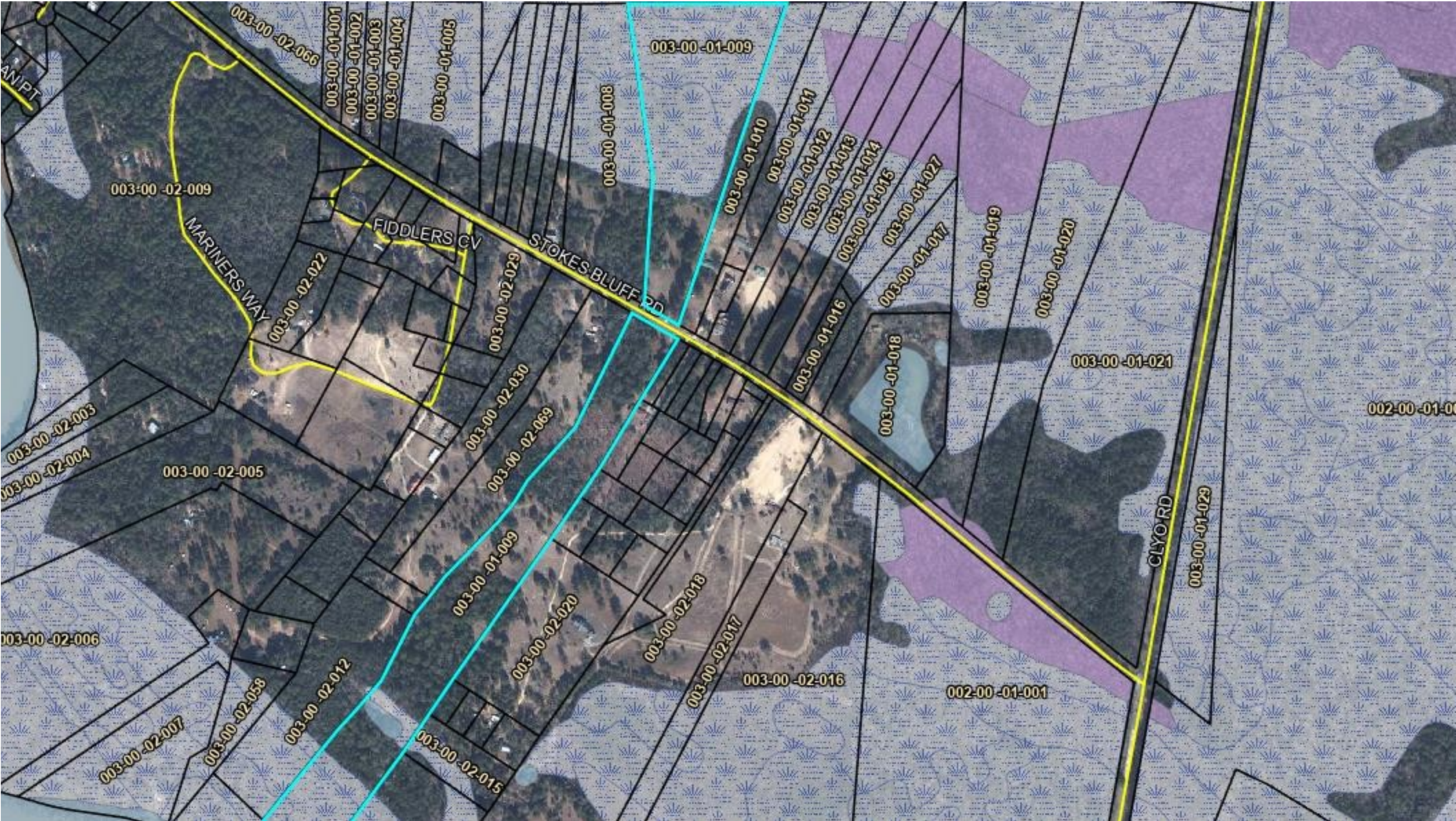
003-00-02-012

003-00-02-015

CLYO RD

003-00-01-029





AN IPT

003-00-02-009

MARINERS WAY

003-00-01-001  
003-00-01-002  
003-00-01-003  
003-00-01-004

003-00-01-005

FIDDLERS CV

003-00-01-009

003-00-01-008

STOKES BLUFF RD

003-00-01-010

003-00-01-011

003-00-01-012

003-00-01-013

003-00-01-014

003-00-01-015

003-00-01-016

003-00-01-017

003-00-01-018

003-00-01-019

003-00-01-020

003-00-01-021

002-00-01-001

003-00-02-003

003-00-02-004

003-00-02-005

003-00-02-029

003-00-02-030

003-00-02-039

003-00-01-009

003-00-02-020

003-00-02-018

003-00-02-017

003-00-02-016

002-00-01-001

003-00-02-006

003-00-02-007

003-00-02-038

003-00-02-012

003-00-02-015

CLYO RD

003-00-01-029



# AGENDA

## ITEM # 18

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE #O-2025-\_\_**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To amend the Jasper County Code of Ordinances, Chapter 2  
*Administration*, Article II *County Council*, Division 1, *Generally*,  
being codified as Sections 2-31 through Section 2-33C.

**WHEREAS**, the Jasper County Code of Ordinances, Chapter 2 *Administration*, Article II *County Council*, Division 1, *Generally*, and being codified at Sections 2-31 through Section 2-33C of the Jasper County Code of Ordinances (the “Division 1 sections”) has been previously amended from time to time since its initial adoption in 1976; and

**WHEREAS**, The Jasper County Council periodically reviews County Ordinances for relevance and adjustment, and in such review, has determined certain further amendments are desirable to the referenced Division 1 sections;

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

**Section 1.** The Jasper County Code of Ordinances, Chapter 2 *Administration*, Article II *County Council*, Division 1, *Generally*, being codified as Section 2-31 through Section 2-633C, is amended by deleting Sections 2-31 through 2-33C in their entirety, and replacing those sections with the substitute re-numbered Sections 2-21 through Section 2-27 as set forth in the attached Exhibit “A” following.

**Section 2.** Former Section 2-33, “*At Will Employment*”, is renumbered and inserted as new Section 2-71 in Chapter 2 *Administration*, Article III *Officers and Employees* of the Code of Ordinances, as set forth in Exhibit “A” attached.

**Section 3. Severability.**

If any section, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence or phrase shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

**Section 4. Effective Date.**

This Ordinance shall take effect upon approval by Council.

\_\_\_\_\_  
**John A. Kemp**  
**Chairman**

**ATTEST:**

\_\_\_\_\_  
**Wanda Giles**  
**Clerk to Council**

**ORDINANCE: O-2025-\_\_\_\_\_**

**First Reading:** \_\_\_\_\_  
**Second Reading:** \_\_\_\_\_  
**Public Hearing:** \_\_\_\_\_  
**Adopted:** \_\_\_\_\_

**Exhibit A is attached and incorporated by reference**

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

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

**EXHIBIT A**

DRAFT

## **ARTICLE II. COUNTY COUNCIL<sup>1</sup>**

### **DIVISION 1. GENERALLY**

#### **Sec. 2-31. Composition; residency of members.**

The county council shall consist of five members elected at-large; provided, that each member of the council shall be a resident from one of the four townships of the county and one member shall have no residency requirement.

(Ord. of 6-25-76(1))

State law reference(s)—Membership of council, S.C. Code 1976, § 4-9-610.

#### **Sec. 2-32. Duties and compensation of chairman.**

- (a) *Duties.* The chairman will devote the time necessary to:
- (1) Attend, participate and report on meetings of the county development board.
  - (2) Attend, participate and report on meetings of the county planning commission.
  - (3) Attend, participate and report on meetings and activities of the Beaufort/Jasper Water, Sewer Authority.
  - (4) Establish, attend and report on joint county issues with Beaufort County.
  - (5) Coordinate, with the county administrator, efforts to develop adequate detention facilities.
  - (6) Coordinate, with the county administrator, efforts to plan and develop adequate court and office facilities.
  - (7) Keep abreast of local government issues on a statewide basis and report to council the need for participation by the county council in efforts to protect the autonomy of local government.
  - (8) To coordinate, with the county administrator, development contracts and agreements with major development interest.
  - (9) To continue to carry out the normal duties of chairman.
- (b) *Compensation.* The chairman will be compensated for accepting the additional duties and responsibilities and for devoting the time necessary to effectively participate and report to county council, in the amount of \$17,000.00 per annum in addition to the current compensation of \$6,400.00 per annum. Such additional compensation will be effective beginning the calendar year of 1995 and ending December 31, 1995. County council shall evaluate the additional compensation for the chairman on an annual basis and shall by resolution on the first meeting of each calendar year, approve the continuation of such compensation for an additional calendar year or to discontinue such compensation.

---

<sup>1</sup>State law reference(s)—Council-administrator form of government, S.C. Code 1976, § 4-9-610 et seq.

---

(Ord. of 5-15-95, §§ I, II)

**Sec. 2-33. "At will" employment policy.**

- (a) All employees of the county are employed "at will" and may resign or be discharged from employment at any time.
- (b) Only county council shall have the right to enter into contracts for other than "at will" employment on the county's behalf and that any contract for other than "at will" employment must:
  - (1) Be in writing
  - (2) Be executed by the council
  - (3) Specify the duration of the employment; and
  - (4) Specifically state that the contract is being created pursuant to the council's authority under this section.

(Ord. No. 04-16, 8-16-04)

Editor's note(s)—Ord. No. 04-16, adopted Aug. 16, 2004, was not specifically amendatory of the Code and has been included as § 2-33 at the discretion of the editor.

**Sec. 2-33A. Duties and election of chairman.**

At its initial meeting in January, the council shall elect one of its members to serve as chairman for a term of one year. So long as the chairman remains a member of the county council in good standing, he or she shall serve as chairman until a successor is selected in accordance with these rules. The chairman shall preside at all meetings of the council. The chairman, on behalf of the council, will execute all ordinances, resolutions, directives, deeds, bonds, contracts and other official documents unless execution is otherwise directed by ordinance or other council action. The chairman shall also have such other duties and perform such other functions as these rules specifically set forth or as the council specifically directs. If the office of the chairman becomes vacated, the vice-chairman shall immediately become chairman.

(Ord. No. 08-17, § 2, 6-2-08)

**Sec. 2-33B. Duties and election of vice chairman.**

At its initial meeting in January, the council shall elect one of its members to serve as vice chairman for a term of one year. The vice chairman shall preside at meetings of the council when the chairman is absent or unable to preside. In the absence or disability of the chairman or in the event the office of the chairman should be vacant, the vice chairman, on behalf of the council, will execute all ordinance, resolution, directive deeds, bonds, contracts and other official documents unless execution is otherwise directed by ordinance or other council action. If the office of vice chairman becomes vacant, council, at the next meeting following the occurrence of the vacancy, shall choose one of its members to serve as vice chairman for the remainder of the term.

(Ord. No. 08-17, § 2, 6-2-08)



---

**Sec. 2-33C. Duties and identification of chairman pro tempore.**

If at any time both the chairman and the vice chairman are absent or vacancies exist in both offices, the council member with the most years of uninterrupted service on the council shall serve temporarily as chairman until a new chairman can be elected or until the existing chairman (or vice chairman) is able to resume his duties.

(Ord. No. 08-17, § 2, 6-2-08)

## *DIVISION 1. GENERALLY*

(Renumber Article II by taking 2-20 through 2-30 from Article I)

### **Sec. 2-21. Composition; residency of members.**

The county council shall consist of five members elected at-large county-wide; provided, that each of the four township districts shall be entitled to have one of its residents elected to Council, and the fifth member of council may be a resident of any of the four township districts.

(Ord. of 6-25-76(1))

State law reference(s)—Membership of council, S.C. Code 1976, § 4-9-610.

### **Sec. 2-22. Duties of chairperson**

- (a) The chairperson shall preside at all meetings of the council. The chairperson, on behalf of the council, will execute all ordinances, resolutions, directives, deeds, bonds, contracts and other official documents unless execution is otherwise directed by ordinance or other council action. The chairperson shall also have such other duties and perform such other functions as these rules specifically set forth or as the council specifically directs
- (b) *Additional Duties.* The chairperson will devote the time necessary to:
  - (1) Attend and report on meetings of the county planning commission.
  - (2) Attend and report on meetings and activities of the Beaufort/Jasper Water and Sewer Authority.
  - (3) Establish, attend and report on joint county issues with Beaufort County.
  - (4) Establish, attend and report on county issues with Jasper County municipalities.
  - (5) To continue to carry out the normal duties of chairperson.
- (c) The chairperson may delegate another council member to attend meetings on behalf of the council in the event the chairperson is unable to attend

(Ord. of 5-15-95, §§ I, II)

### **Sec. 2-23. Election of chairperson.**

At its initial meeting in January, the council shall elect one of its members to serve as chairperson for a term of one year. So long as the chairperson remains a member of the county council in good standing, he or she shall serve as chairperson until a successor is selected in accordance with these rules. A member may be elected for successive terms. If the office of the chairperson becomes vacated, the vice-chairperson shall immediately become chairperson.

---

(Ord. No. 08-17, § 2, 6-2-08)

**Sec. 2-24. Duties and election of vice chairperson.**

At its initial meeting in January, the council shall elect one of its members to serve as vice chairperson for a term of one year. So long as the vice chairperson remains a member of the county council in good standing, he or she may serve successive terms as a vice chairperson. The vice chairperson shall preside at meetings of the council when the chairperson is absent or unable to preside. In the absence or disability of the chairperson or in the event the office of the chairperson should be vacant, the vice chairperson, on behalf of the council, will execute all ordinance, resolution, directive deeds, bonds, contracts and other official documents unless execution is otherwise directed by ordinance or other council action. If the office of vice chairperson becomes vacant, at the next meeting following the occurrence of the vacancy, council shall choose one of its members to serve as vice chairperson for the remainder of the term.

(Ord. No. 08-17, § 2, 6-2-08)

**Sec. 2-25. Duties and identification of chairperson pro tempore.**

If at any time both the chairperson and the vice chairperson are absent or vacancies exist in both offices, the council members in attendance will elect from among themselves a chairperson *pro tempore* who shall serve temporarily as chairperson until the existing chairperson (or vice chairperson) is able to resume his duties, or the vacancies are filled.

(Ord. No. 08-17, § 2, 6-2-08)

**Sec. 2-26. Councilmembers.**

Council members shall strive to attend all regular and special meetings of the county council and shall hold themselves at all times in readiness to perform any duty entrusted to them by county council. The council members shall perform the duties thus imposed upon them with dispatch and to the best of their abilities.

All council members have a responsibility to adhere to the highest ideals of civility and decorum while participating in all meetings conducted on behalf of the community. In doing so, council members are expected to abide by the decorum guidelines contained herein and shall, at all times, honor the public trust and dignity bestowed upon them as elected community leaders. The council shall cooperate and support the chairperson in maintaining order and civility throughout council meetings.

Council members may attend meetings of county boards and commissions but shall not participate in board or commission discussions except by specific direction of county council or when the meeting relates to their property.

**Sec. 2-27. Communications.**

The Chairperson will strive to relate to and communicate with the county administrator and with the county council as a whole any and all problems, situations and conditions which arise concerning any department or activity of the county. Except for the purpose of inquiry, the members of the county council shall communicate only with the chairperson and county administrator in any and all matters concerning any department or activity of the county.

---

(Supp. No. 3)

Created: 2021-09-09 11:37:28 [EST]

---

## Sec. 2-27. Compensation of the chairperson and council members.

(a) *Base annual pay.* The members of council shall receive base annual pay for each fiscal year as follows:

(1) *Councilmember.* Each member of council, with the exception of the chairperson, shall receive \$16,463.00; and

(2) *Council chair person.* The chairperson of council shall receive \$16,463.00; and an additional \$1,000.00 to compensate for the additional duties and responsibilities.

(3) *Cost of living.* Any cost of living increase approved in an annual budget for county employees shall also apply to councilmembers' salary. However, the effective date of any such cost of living increase for all members of council shall be the first of January following a general election where two or more members of council have been elected.

(b) *Mileage reimbursement.* Each member of council shall be reimbursed mileage to and from their residences for travel outside Jasper County for official business, at the rate as published annually by the U.S. Internal Revenue Service.

(c) *Benefits.* Council members shall be eligible to receive health insurance benefits for themselves and their spouse and dependents upon the same basis as county employees, and are required to participate in the county retirement program with the State or in the alternative, should the council member elect, may enroll in the 457 Plan through Mission Square Retirement with the bi-weekly contribution made by the county on the councilmember's behalf being capped at \$225.00.

(d) *Expenses.* Expenses for council members will be limited to the amounts and types of expenses provided for employees in the County Personnel Manual. Members of council may also be reimbursed for actual expenses incurred in the conduct of their official duties, including reasonable costs for overnight travel, lodging, meals, and incidental expenses where such travel outside the County is necessary and appropriate. Airfare shall be at the lowest available coach fare. Destination travel shall be by local bus, shuttle, ride share, taxi, Uber®, Lyft®, or lowest available car rental cost. Advances may be made, but costs must be reconciled immediately following any such travel.

(d) *Method of payment.* Base annual pay shall be divided into 26 equal payments and made biweekly through the normal payroll cycle. Payment of the mileage will be made no later than the second scheduled pay date of each month following the month in which the mileage was claimed; i.e., for meetings attended in January, payment would be made on the second payroll check paid in the month of February, etc.; and

(e) *Required documentation.* An affidavit form must be completed and signed by the councilmember, countersigned by the Chairperson or Vice-Chairperson, and submitted to the finance department in order for payment of the mileage/expenses to be made. The affidavit shall provide for the recording of the date, location, total mileage to and from, and the purpose of the meeting.

## Sec. 2-28. "At will" employment policy. (TO BE MOVED TO NEW SECTION 2-71)

(a) All employees of the county are employed "at will" and may resign or be discharged from employment at any time.

(b) Only county council shall have the right to enter into contracts for other than "at will" employment on the county's behalf and that any contract for other than "at will" employment must:

(1) Be in writing

(2) Be executed by the council

(3) Specify the duration of the employment; and

---

(4) Specifically state that the contract is being created pursuant to the council's authority under this section.

(Ord. No. 04-16, 8-16-04)

Editor's note(s)—Ord. No. 04-16, adopted Aug. 16, 2004, was not specifically amendatory of the Code and has been included as § 2-33 at the discretion of the editor.

# AGENDA

## ITEM # 19

+

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #O-2025-\_\_**

**ORDINANCE OF JASPER COUNTY COUNCIL**

An Ordinance authorizing the sale to 719 Holdings, LLC of 1.139 acre parcel, more or less, being subdivided out of the original 19.09 acre Parcel identified as Parcel B as shown on a Plat recorded at Plat Book 27 at Page 80, being a portion of tax parcel 048-00-01-005, and to authorize the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to 719 Holdings, LLC, or its assigns, and matters related thereto.

**WHEREAS**, Jasper County and 719 Holdings, LLC have negotiated the terms of a proposed Contract for the Purchase and Sale of Commercial Real Property (“Agreement”) between them by which Jasper County would sell, and 719 Holdings, LLC would purchase a parcel of land totaling approximately 1.139 acres located at the Cypress Ridge Industrial Park, said parcel being a portion of TMS 048-00-01-005, in order to establish a new commercial enterprise; and

**WHEREAS**, Addendum #1 to the Agreement provides that it is not valid, binding, or enforceable unless and until ratified by Jasper County Council within 30 days of Jasper County Administrator executing the Agreement; and

**WHEREAS**, in accordance with South Carolina law, Jasper County Council must pass an ordinance authorizing the sale of real property; and

**WHEREAS**, a new subdivision survey of the 1.139 acre more or less parcel to be conveyed has been commissioned, and County Council desires to utilize this survey as the legal description of the property in the deed and related documents; and

**WHEREAS**, Jasper County Council finds the terms of the Agreement to be fair, equitable and in the best interests of the citizens of Jasper County, and in furtherance of additional economic development within the County;

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

1. Jasper County Council adopts the foregoing recitals as part of this Ordinance, ratifies the execution of the Contract for the Purchase and Sale of Commercial Real Property ( "Agreement") as required by Addendum # 1 to the Agreement, and approves the sale of the referenced County property, as generally described by the subdivision sketch map attached hereto as Exhibit "A," with the final legal description to be derived from the new survey being prepared and to be approved by the County Administrator upon the terms and conditions of the Agreement to 719 Holdings, LLC, or its assigns;
2. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser this transaction as more particularly described in the Agreement, as modified.
3. In connection with the execution and delivery of the deeds and other documents authorized hereunder, the County Administrator, with the advice and counsel of the County Attorney, and the law firm of Harvey & Battey, PA, is fully authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, amendments, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.
4. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the contracts, contract amendments, deeds, including the negotiation of the terms related thereto and any other agreements prior to the enactment of this Ordinance are ratified and confirmed.
5. This Ordinance shall take effect upon approval of the Council.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

John A. Kemp, Chairman

ATTEST:

---

Wanda Giles, Clerk to Council



ORDINANCE 2025-O- \_\_\_\_

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Public hearing: \_\_\_\_\_

Adopted: \_\_\_\_\_

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
David L. Tedder      Date: \_\_\_\_\_

Drawing of Area to be Conveyed  
 (To be Replaced with Recordable Survey)

