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Citizens may sign to speak in person at the Council Meeting before the regular meeting starts on the Public Comments Sign in Sheet outside the Council Chambers Doors to address County Services and Operations. Presentations are limited to 3 minutes per person, and total input is limited to 30 minutes. Written comments may be submitted by 1PM on the meeting date by emailing [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) (Ordinance #08-17)

To participate in a **Public Hearing for a specific agenda item**, email written public comments to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) by 1:00PM on Tuesday, February 18, 2025, or sign in on the colored Public Hearing Sign in Sheet outside the Council Chambers Doors before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

Agenda support (e-packet) can be found at:

<https://www.jaspercountysc.gov/government/council/county-council-agendas-e-packets-and-minutes/>

For more information, call 843-717-3696. Instructions may also be found at the Jasper County website [www.jaspercountysc.gov](http://www.jaspercountysc.gov)



JASPER COUNTY COUNCIL  
**COUNCIL MEETING**

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

Tuesday, February 18, 2025  
**AGENDA**

**6:00PM**

**1. Call to Order by Chairman Kemp**

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

**2. Pledge of Allegiance and Invocation:**

**3. Approval of the Consent Agenda Items:**

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

**4. Approval of the Regular Agenda:**

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**PROCLAMATION**

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**5. None**

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**PRESENTATIONS**

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**6. Van Henson** – Presentation from the SC Counties Workers Compensation Award Presentation.

**7. Earl (Smittie) Cooler** – Presentation from the Jasper County 250 Committee.

**8. Danny Lucas** – Volunteer Park Baseball Fields Update.

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9. **Chairman Kemp's comments:**

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**CITIZEN COMMENTS:**

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Open Floor to the Public per Ordinance Number #08-17 Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's 6:00PM start time on the Sign-In Sheet on the Podium), to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes.

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**RESOLUTIONS**

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10. **Wanda Giles** – Consideration of Resolution [#R-2025-11](#) to approve the appointment of Mr. Samuel Lawton to the Jasper County Library Board of Trustees.
11. **Chief Wells** – Consideration of Resolution [#R-2025-12](#) for the ratification of the contract for acquisition of Coosawhatchie property.
12. **Wanda Giles** – Consideration of Resolution [#R-2025-13](#) as per the request of the Lowcountry Council Of Governments for your approval of Rhett Reed, Operations Manager at Builder's First Source to serve as Jasper County's Business Representative as a new member on the Lowcountry Workforce Board.
13. **Andrew Fulghum** – Consideration of Resolution [#R-2025-03](#) for a Special Services Contract with Heather Rath Consulting.
14. **David Tedder** - Consideration of Resolution [#R-2025-14](#) for the retention of services from Finger, Melnick, Brooks & LaBruce, P.A.
15. **Chief Wells** – Consideration of Resolution [#R-2025-15](#) approving the procurement of temporary housing and equipment storage at the Tillman Fire Station Site on an exigent basis pursuant to Section 2-412 of the Jasper County Code of Ordinances and matters related thereto.
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**PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS**

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16. **Jessica Dailey, Lowcountry Council of Governments** – 2025 CDBG Needs Assessment Public Hearing.
17. **Mike Skinner, Treasurer** – Consideration of a request to an additional position known as the Deputy Treasurer Assistant to the Treasurer's Office.
18. **Lisa Wagner** – Consideration of the **2nd Reading** of Ordinance [#O-2025-02](#) to adopt Planned Development District Zoning, Planned Development District Standards, and Conceptual Master Plan for a tract of land consisting of approximately 223.70 acres, bearing Jasper County Tax Map Numbers 038-00-08-

044, located along Bellinger Hill Road, and known as Daly Organics PDD. *(1st reading 12.02.2024; Public hearing 01.06.2025)* (Daly Organics PDD)

19. **David Tedder** – Consideration of the **2nd Reading** of Ordinance **#O-2025-03** Approving a Development Agreement for the Daly Organics Development Property consisting of approximately 223 acres, more or less, owned by Bellinger Hill Properties, LLC in the Bellinger Hill Area of Jasper County, South Carolina, Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code of Ordinances of Jasper county, Authorizing the Chairperson of the Jasper County Council to execute he Development Agreement, and Matters Related Thereto. (This document is included in the agenda e-packet) *(1st reading 12.02.2024 and Public hearing 01.06.2025; 2nd Public hearing 02.03.2025)*  
(Daly Organics DA)

20. **David Tedder** – Consideration of the **1st Reading** of an Ordinance Authorizing the Execution and Delivery of a Fee-In-Lieu of Ad Valorem Tax Agreement By and Between Jasper County, South Carolina and 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. (Project Salmon)

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21. Administrator’s Report:

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CONSENT AGENDA

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22. Approval of the Minutes of 01.10.2025 and 01.20.2025

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23. Councilmember Comments and Discussion:

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24. Executive Session SECTION 30-4-70.

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

1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – [Employee Review](#)

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

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

## Return to Open Session

- 24.1 Action coming out of Executive Session

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

## 25. Adjournment:

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

AGENDA

ITEM # 6

Presentation

\*No information provided for packet\*

AGENDA

ITEM # 7

Presentation

\*No information provided for packet\*

AGENDA

ITEM # 8

Presentation





## **Volunteer Park**

### **Scope of Services – Baseball Field Maintenance & Repair – Year 2025**

#### **Summary**

This project is comprised of activities associated with the maintenance and repair of baseball fields to include outfields and infields.

#### **Scope of Work**

The Contractor shall provide all equipment, materials and labor necessary to perform all work as described in below Specifications and per site Contractor “Recommended Additional Work.”

#### **Specifications**

Pitching mound distance from the front of the pitching rubber to home plate rearmost point is 46 feet.

Pitching mound height is 6 – inches for PeeWee League players below the Age of 11 years.

Pitching mound height is 8 -inches for Minor League players 11 Years of Age and older.

Pitching mound is 10 – feet in diameter.

Infield mixture is nominally 40% sand, 40% clay, and 20% silt.

#### **Field Work**

Contractor to provide equipment, materials and labor to maintain and repair four (4) Tee Ball/Junior League fields:

Deweeding infields

Tilling infield 4 – 6-inch depth

Placing sand mixture in all infield areas and dugouts.

Providing and placing base sleeves and installing bases and home plates on 4 fields plus 1 practice mound.

Building pitching mounds on baseball fields with pitching rubbers

Providing and installing field number signs (1 – 4) to fences behind home plate of each baseball field.

Providing and hanging “Visitor” and “Home” signs, four (4) each on dugouts.

Installing yellow 4 ½ ” fence top protector consisting of heavy-duty polyethylene, resistant to mildew, with ultra-violet protectant for increased durability or substitute fence guard (corrugated pipe) or substitute on outfield fences.

Deweeding outfields

Seeding outfields; as necessary.

Jasper Ridgeland Youth Baseball (JRYB) to remove all items that will be stored for reuse prior to the start of work by contractor. Any items left at the site will be disposed during project work.

Jasper County Engineering Services will provide dumpsters; as needed for disposal of project refuse materials.

### **Recommended Additional Work**

Contractor may provide line-item listings for contractor recommended additional work that the contractor believes would enhance present and future serviceability of Volunteer Park baseball fields.

### **Contractor Requirements**

Contractor shall maintain orderly work areas at all times, remove and dispose refuse to the provided dumpsters or refuse containers.

Contractor shall coordinate inspections with Jasper County and Jasper Ridgeland Youth Baseball as required.

Upon project completion, all construction areas shall be left clean and free from construction materials.

### **Permitting**

Contractor shall be responsible to obtaining such applicable permits from the Town of Ridgeland , Planning & Community Development Department, (843) 726 – 7516.

Contractor shall coordinate inspections with Jasper County Development Services Department, (843) 929 – 8277 as required.

### **Insurance**

Contractor shall provide proof of general liability insurance and Workers Compensation Insurance.

### **County Staff Responsibilities**

Providing access to the worksite 9am – 5pm, M-F. Weekend – Prior Notice

Providing a staging area for project-related materials.

Re-routing vehicular traffic and pedestrians as necessary.

Tree Trimming

Field base dressing.

**Submit Proposal including itemized pricing to:**

**Staff Contact:**

Danny Lucas

(843) 929 – 8277

[dlucas@jaspercountysc.gov](mailto:dlucas@jaspercountysc.gov)

AGENDA

ITEM # 9

Chairman's Comments

# Public Comments

# AGENDA

## ITEM # 10

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2025-11**

**A RESOLUTION OF JASPER COUNTY COUNCIL**

**APPOINTING A NEW BOARD MEMBER TO THE JASPER COUNTY  
LIBRARY BOARD OF TRUSTEES.**

**WHEREAS**, Jasper County, the creator of the Jasper County Library Board of Trustees as reflected in the Jasper County Code of Ordinances in Chapter 2, Article 4, Division 1, Section 2-77, Paragraph A, Item 6, Jasper County Library Board of Trustees, Section 16-36, having seven (7) Board Members, needs to appoint one new Board Member to this board; and

**WHEREAS**, a vacancy now exists on the Jasper County Library Board of Trustees, as a result of the resignation of Stuart Shatz, who was previously appointed by Jasper County Council; and

**WHEREAS**, Jasper County Council has determined that it desires to appoint Samuel Lawton as the newest Board Member to the Jasper County Library Board of Trustees; and

**NOW THEREFORE, BE IT RESOLVED THAT** Samuel Lawton is hereby appointed by the Jasper County Council to serve as a Board Member of the Library Board of Trustees for a term of four (4) years; and

**ADOPTED THIS THE 18<sup>th</sup> DAY OF FEBRUARY, 2025, and effective immediately, by Jasper County Council duly assembled.**

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**John A. Kemp, Chairman**

**Attest:**

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

**Reviewed for form and draftsmanship by the Jasper County Attorney.**

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**David L. Tedder**

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**Date**

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

**BOARD, COMMITTEE AND COMMISSION  
APPOINTMENT APPLICATION**



CITIZEN BIOGRAPHICAL SKETCH: Request for Appointment  or Re-Appointment ( )  
Please print or type this form

Board/ Committee Name(s): Jasper County Library Board

Referred or Recommended By: The ladies of Pratt Library

Name: Samuel deLacy Lawton  
FIRST MIDDLE LAST

Home address: 1783 Deloss Pt Road, Ridgeland SC 29936

Mailing address (if different) \_\_\_\_\_

Telephone: 843-726-3936 843-812-4064  
HOME BUSINESS CELL

Email Address: LAWTONOFTHELOWCOUNTRY@HOTMAIL.COM

Employer: Retired State Employee Jasper DSS

Employer Address: N/A

Occupation: Retired Social Worker Education: BA - USC, 1975

Boards, Committee's, Civic Clubs, Etc. \_\_\_\_\_  
(use back of sheet, or attach a sheet, if necessary)

Board Experience: 32 Years Social Work

Other Activities: \_\_\_\_\_  
(use back of sheet, or attach a sheet, if necessary)

County Council District: \_\_\_\_\_

Are you a registered voter: Yes In what precinct do you vote: Grahamville I

Do you have an interest in any business that has, is or will do business with the County of Jasper or the Entity for which you have been nominated? \_\_\_\_ (If so, please list on the back of this sheet).

After being appointed you will receive a copy of the Boards and Committee Ordinance # 07-40, the Freedom of Information Act and a copy of the responsibilities and duties related to the Board or Commission that you volunteering to serve on. After appointment you agree to uphold and abide by the responsibilities to the best of your abilities. You acknowledge that you understand that the law and constitution of South Carolina provide for appointments by County Council because it is elected by the People. Council is thus answerable to the people and Boards; Committees and Commissions are answerable to the Council. The American system of checks and balances thus encourages and enables administration while constraining appointees for cross purposes with council. You further agree to be bound by the rules and regulations of Jasper County Council. This also acknowledges your understanding and agreement of all that you have read.

Applicant's Signature: \_\_\_\_\_

**Return via mail or email to:**

Jasper County Council, Attn: Wanda Giles, Clerk to Council -PO Box 1149, Ridgeland, SC. 29936  
or Via Email to: Email: [wsimmons@jaspercountysc.gov](mailto:wsimmons@jaspercountysc.gov)



COMMITTEE / BOARD / COMMISSION  
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH:

Request for Appointment ( ) or Re-Appointment ( )  
print or type

Committee(s): JASPER COUNTY LIBRARY BOARD

Recommended By: LADIES OF PRATT LIBRARY

SAMUEL deLACI LAWTON  
FIRST MIDDLE LAST

Home address: 1783 DELOSS PT ROAD  
Please

Name:

Mailing address (if different) same.

Telephone: 843-726-3936 N/A 843-812-4064  
HOME BUSINESS CELL

Email Address: LAWTONOFTHELAWCOUNTY@HOTMAIL.COM

Employer: RETINAL STAIR EMPLOYEE JASPER DSS

Employer Address: N/A

Occupation: Retired Social Worker Education: BA - USC 1975

Boards, Committee's, Civic Clubs, Etc. \_\_\_\_\_

Experience: 32 YEAR SOCIAL WORK

Employer:

Employer Address: /2e

(use back of sheet if necessary)

Experience: A

(use back of sheet if necessary)

Other Activities:

(use back of sheet if necessary)

County Council District:

Are you a registered voter:

Yes In what precinct do you vote: Grattanville I

Do you have an interest in any business that has, is or will do business with the County of Jasper or the Entity for which you have been nominated? Ifso, please list on the back of this sheet.

I have received a copy of the Boards and Committee Ordinance # 07-40, the Freedom of Information Act and a copy of the responsibilities and duties related to the Board or Commission that I am volunteering to serve on. I agree to uphold and abide by the responsibilities to the best of my abilities. I understand that the law and constitution Of South Carolina provide for appointments by County Council because it is elected by the People. Council is thus answerable to the people and Boards, Committees and Commissions are answerable to the Council. The American system of checks and balances thus encourages and enables administration while constraining appointees for cross purposes with council. I further agree to be bound by the rules and r gulations Of Jasper County Council.

Applicant's Signature:

Samuel D. Lawton

Return via mail or email to:

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

Email: [wsimmons@jaspercountysc.gov](mailto:wsimmons@jaspercountysc.gov)

# AGENDA

## ITEM # 11

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2025 – 12**

**RESOLUTION OF JASPER COUNTY COUNCIL**

Ratifying the Option Contract for the Purchase of Property at Coosawhatchie having TMP Number 087-00-05-08 (+/- 2.6 acres) and 087-00-05-009 (+/- 0.92 acres), and matters related thereto

**WHEREAS**, the owner of certain real property, by the Personal Representative of her Estate, has obtained necessary Probate Court approval to sell real property at Coosawhatchie having TMP Number 087-00-05-08 (+/- 2.6 acres) and 087-00-05-009 (+/- 0.92 acres) (the “Property”), and accepted an offer by Jasper County to purchase from owner the Property upon the terms and conditions of the Option Agreement initially dated and executed by the Jasper County Administrator on January 13, 2025, approved by the Probate Court for Jasper County on January 30, 2025, and executed by the Personal Representative on February \_\_\_\_\_, 2025, subject to ratification of the Option Agreement by Jasper County Council within 30 days of the seller executing the Option; and

**WHEREAS**, this property is in the area needing a replacement fire station/public safety location, has sufficient area for those purposes, and has been initially surveyed for environmental issues and been found to not require mitigation of any conditions on the Property; and

**WHEREAS**, Jasper County desires to ratify the Option Contract and confirm the authority of the Jasper County Administrator to exercise the Option in due course and proceed with the closing on the property, and matters related thereto.

**NOW THEREFORE, BE IT RESOLVED** by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby ratifies the approval of the Option Agreement executed on January 13, 2025 by the County Administrator, authorizes the exercise of the option in due course by the Jasper County Administrator (a copy of which is attached hereto as Exhibit A), and ratifies the actions of the County Administrator taken to date to facilitate the acquisition of the aforesaid property under the terms and conditions set forth in said Option Agreement; and

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

This Resolution No. R-2025-12 made this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**John A. Kemp**  
**Chairman**

**ATTEST:**

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David L. Tedder**

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER )  
 )  
IN THE MATTER OR: )  
Irene Smoak Merritt )

IN THE PROBATE COURT  
CASE NO.: 2024-ES-27-00220

FILED  
Date 1/30/25  
PROBATE COURT  
JASPER COUNTY, S.C.

ORDER  
FOR THE SALE OF REAL PROPERTY

This matter is before the Court on the Petition of Personal Representative Billy W. Merritt, Jr. requesting permission to sell two (2) parcels of land currently in the name of his mother Irene Smoak Meritt.

The subject parcel tax map numbers are: 087 – 00 – 05 – 008 and 087 – 00 – 05 – 009. Both parcels are in Jasper County and are contiguous to each other.

Jasper County wishes to buy both pieces of property for the construction of a new fire station.

The purchase price is Three Hundred Fifty Thousand (\$350,000.00) Dollars. Subject to adjustment for the usual and customary closing costs, including plus or minus prorations and other adjustments provided in the Option Contract, state documentary (transfer) stamps and surtax charges (if any), the cost of recording any corrective instruments, removal of any monetary liens, and seller's own attorney fees and costs. Copy of Option Agreement attached and incorporated.

The petitioner as Personal Representative of the estate of his mother Irene Smoak Merritt believes it is in the best interest of the estate that the property be sold.

The Last Will and Testament of Irene Smoak Merritt is appropriately filed with the Probate Court of Jasper County and names Billy W. Merritt Jr. as the sole beneficiary.

The Court finds the Petition to be in order and the request in the best interest of the estate.

**NOW THEREFORE IT IS ORDERED:**

That Billy W. Merritt Jr., as Personal Representative, be and hereby is granted authority to sell to Jasper County the above referenced two (2) parcels of land for Three Hundred Fifty Thousand (\$350,000.00) Dollars.

**SO ORDERED** by me this 30<sup>th</sup> of January 2025

  
\_\_\_\_\_  
The Honorable Albert Kleckley, Jr.

FILED  
Date 1/30/25  
PROBATE COURT  
JASPER COUNTY, S.C.

**OPTION AGREEMENT**

This Option Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025 (the date the last signature is provided), by and between **THE ESTATE OF IRENE MERRITT** (the "Seller"), whose address is C/O Billy W. Merritt, Jr., 1648 Davidson Tower Road, Yemassee, SC 29945, and **JASPER COUNTY, SOUTH CAROLINA** (the "Buyer"), whose address is c/o Andrew Fulghum, County Administrator, P.O. Box 1149, Ridgeland, SC 29936 (mailing), 358 Third Avenue, Suite 303, Ridgeland, SC 29936 (Street).

**SECTION ONE**

**GRANT OF OPTION**

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

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, SITUATE, LYING AND BEING IN THE AREA GENERALLY KNOWN AS COOSAWHATCHIE, COUNTY OF JASPER, STATE OF SOUTH CAROLINA, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS: ON THE NORTH FOR A DISTANCE OF TWO HUNDRED (200'0 FEET BY LANDS, NOW OR FORMERLY, OF JOE E. OLIVER AND JAMES W. CAULK; ON THE SOUTH FOR A DISTANCE OF TWO HUNDRED (200'0 FEET BY LANDS, NOW OR FORMERLY, OF RANKIN; ON THE EAST FOR A DISTANCE OF TWO HUNDRED (200") FEET BY THE RIGHT OF WAY OF U.S. HIGHWAY 17, AND ON THE WEST BY LANDS, NOW OR FORMERLY, OF JOE E. OLIVER AND JAMES W. CAULK, AS SHOWN ON A PLAT RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY IN PLAT BOOK 11 AT PAGE 28.

TMP NO. 087-00-05-009

AND ALSO:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, SITUATE, LYING AND BEING NEAR THE INTERSECTION OF U.S. HIGHWAY 17 AND S.C. HIGHWAY NO. 462, IN THE AREA GENERALLY KNOWN AS COOSAWHATCHIE, COUNTY OF JASPER, STATE OF SOUTH CAROLINA, CONTAINING 2.562 ACRES MORE OR LESS, AS SHOWN ON THAT PLAT OF SURVEY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY IN PLAT BOOK 11 AT PAGE 28 BY LLOYD S. MOORE, JR., RLS NO. 2322 DATED FEBRUARY 14, 1968, AND ENTITLED PLAT OF 3.480 +/- ACRES LOCATED AT INTERSECTION OF U.S. 17 & S.C. 462. FOR A MORE PARTICULAR DESCRIPTION, REFERENCE MAY BE HAD TO SAID PLAT.

TMP NO. 087-00-05-008



AND INCLUDING ALL APPURTENANCES, FIXTURES AND STRUCTURES, IF ANY, INCLUDING THE RIGHTS TO ANY SIGN OR BILLBOARD LEASES.

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

C. The purchase price for the Property shall be Three Hundred-Fifty Thousand and 00/100s Dollars (\$350,000.00) (the "Purchase Price"), Five Thousand and 00/100s Dollars (\$5,000.00) of which (the "Option Deposit") will be paid by the Buyer within five days of the final execution of this Agreement, receipt of which is to be acknowledged by the escrow agent and communicated to Seller. The remaining Three Hundred Forty-Five Thousand and 00/100s Dollars (\$345,000.00) of the Purchase Price shall be paid by the Buyer at closing for further disbursement in accordance with a settlement statement reflecting costs, pro-rations, etc...

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

## SECTION TWO

### OPTION TERMS

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

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

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

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

granted, all Option Money (less said One Thousand and 00/100s Dollars (\$1,000.00) paid by Buyer pursuant to this Agreement shall be returned by the Escrow Agent to Buyer, and Seller shall have no other claim or right for any damages, losses, costs, expenses, or fees against Buyer by reason of this Agreement, and Buyer shall have no claim or right for the return of any other sums paid by Buyer hereunder.

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

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

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

### SECTION THREE

#### PROMISES OF PARTIES FOLLOWING EXERCISE OF OPTION

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

##### A. Representations and Warranties

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

1. Seller has good and marketable fee simple title to the Property, free and clear of all liens, property taxes, encumbrances, and restrictions, except for those restrictions appearing of record, taxes for the year of closing, encumbrances that will be cleared prior to closing, and encumbrances that will be cleared at the closing out of the Seller's proceeds from the Purchase Price. Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Property. Seller shall promptly notify Buyer of any such notice received between the date hereof and the Closing Date. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Property, and Seller has received no notice of any such violation issued by any governmental authority.
2. There are no condemnations or similar proceedings affecting any part of the Property and no such proceeding shall be pending on the Closing Date. To the best of the Seller's knowledge, no such condemnations or other proceeds are threatened or planned.
3. Seller has all necessary power and authority and has obtained any and all consents required to enter into this Agreement; as of the Closing, Seller will have obtained any and all consents or approvals, if any, required to enter into all of

the documents to be delivered by Seller at the Closing and to consummate or cause to be consummated the transactions contemplated hereby. The persons executing this Agreement have all necessary power and authority to execute and deliver this Agreement and to bind their interest to the provisions hereof. All of the documents to be delivered by Sellers at the Closing will be authorized and properly executed and will constitute the valid and binding obligation of Seller.

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

4. Other than as described in the SC DHEC environmental report dated July 15, 2008, and supplemented by the Conditional No Further Action letter dated November 15, 2012 ("the DHEC Environmental Reports"), to the best of the Seller's actual knowledge and belief: (i), no toxic or hazardous substances, wastes, or other environmental hazards of any kind have been disposed upon or released in, on, under, or from the Property; (ii) there are not presently, nor have there ever been any other underground storage tanks, gas or oil wells, or above ground storage tanks located in, on, or under the Property; (iii) no written notices have been issued from governmental authorities asserting any violations of state or federal environmental laws.

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

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

7. The Seller is not subject to any commitment, obligation, or agreement, including, but not limited to, any right of first refusal or option to purchase, granted to a third party, which would or could prevent the Seller from completing the sale of the Property as contemplated by this Agreement, or such shall exist, Buyer will obtain a waiver of such right by the end of the ninetieth (90<sup>th</sup>) day following the Effective date. Specifically, it is acknowledged that if the property is presently subject to any sign or billboard lease to a third party, such lease must be terminated at least fifteen (15) days prior to the scheduled closing date unless Buyer agrees to an assignment of such lease(s), if any..

8. Seller shall be in sole and exclusive possession of the Property and will deliver possession of the Property free of all leases on the Closing Date, or provide an Assignment of Leases to Buyer (specifically including any sign or billboard leases).

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

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

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

in the Property or any portion thereof which will survive the purchase of the Property by Buyer; or (v) change or allow to be changed the physical condition of the Property in any material respect.

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

#### B. Conditions Precedent

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

1. All representations and warranties of the Seller shall be true and correct as of the Closing Date as if such representations and warranties were being made on such date.
2. Seller shall have performed all covenants and agreements to be performed by the Seller as is herein provided.
3. The Property shall be vacant and any required tenant relocation costs having been paid by the Seller.
4. Buyer shall have received confirmation from DHEC after such testing as may be required that there is no site mitigation yet to be performed on the site as a result of it having previously been used as a BP or other brand of fuel station.
5. If any of such conditions are not fulfilled on or as of the Closing Date, and notwithstanding anything to the contrary in this Agreement, the Buyer shall have the right to terminate this Agreement and to obtain a full refund of any deposits made to the Seller or escrow agent whereupon all parties shall be relieved of any further obligations hereunder. Alternatively, if clearance on the environmental matters has not been received by the Closing Date, the parties may mutually agree on an extension of the Closing Date of not more than sixty (60) days to allow time to obtain clearance, and if not so obtained, the Buyer may terminate and receive a refund of the Deposits as set forth immediately above.

#### C. Clear Title

1. Within twenty (20) days of the execution of this Agreement by the Seller, the Seller shall deliver to the Buyer any existing title insurance policies (or abstracts of title) and surveys for the Property that are in the Seller's possession or which the Seller might obtain possession of by reasonable efforts. The Buyer shall return to these items to the Seller if the closing fails to occur and this Contract is terminated.
2. Seller shall convey a marketable fee simple title by limited warranty deed, subject only to the customary standard exceptions free from liens, encumbrances, and exceptions except as may be approved by Buyer, and those monetary exceptions which shall be discharged by Seller at or before closing. Marketable title shall be determined according to applicable title standards adopted by authority of the South Carolina Bar and in accordance with law. Within forty-five (45) days after execution and delivery of this Agreement, Buyer shall, at Buyer's cost, obtain and deliver to Buyer a title insurance commitment for an owner's title insurance policy in the amount of the Purchase Price issued by either First American Title Insurance Company, Old Republic National Title Insurance Company or Chicago Title Insurance Company through a SC licensed agent, as designated by Buyer (the "Title Insurer") showing title to the Property in Seller on the date thereof, naming Buyer as the proposed insured, subject only to the following permitted exceptions (the "Permitted Exceptions"):

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

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

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

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

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

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

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

#### D. Closing

1. This transaction shall be closed and the deed and other closing papers delivered on or before the thirtieth (30<sup>th</sup>) day following the Date of Commencement of this Agreement (the "Closing Date") unless extended by other provisions of this Contract or by the mutual consent of both parties. The closing shall be held at the office of the attorney or other closing agent designated by the Buyer. Closing may be by overnight delivery of documents to the closing attorney, who shall hold such in escrow until such time as the Closing can be completed and sales proceeds are available for wiring to the Seller. Without negating the provisions of the immediately preceding sentence, the Closing shall occur in South Carolina under the supervision of a licensed South Carolina attorney and in conformance with South Carolina law.

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

that may be required in connection with perfecting the title. The Buyer shall furnish the closing statement.

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

#### E. Restrictions; Easements; Limitations

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

#### F. Survey

The Buyer, at the Buyer's expense, may have the Property surveyed and certified by a registered South Carolina surveyor, said survey to be completed within forty-five (45) days of the Effective Date hereof. If the survey shows any encroachment on the Property or that improvements located on the Property in fact encroach on setback lines, easements, lands of others, or violate any restrictions, Agreement covenants, or applicable governmental regulations, or differs from the existing survey, the same shall be treated as a title defect. The legal description for the deed shall utilize the survey description, unless there should be a discrepancy, or gaps or gores indicated, in which case the Seller shall provide a quit claim deed to the area of discrepancy.

#### G. Ingress and Egress

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

#### H. Liens

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

#### I. Prorations

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

acknowledge, however, that Buyer is a South Carolina body politic and political subdivision which may affect tax pro-rations

#### J. Special Assessment Liens

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

#### K. Default

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

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

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

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

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

2. If, after (if ever) Buyer exercises its Option to purchase the Property, Buyer defaults in its obligations hereunder to close for any reason other than the termination of this Option by Buyer pursuant to its right to terminate expressly set forth in this Option, or Seller's failure to perform Seller's obligations under this Option, then Seller shall be entitled, at its sole and exclusive option, to have paid to the Seller the Option Money, which includes any additional Option payments or deposits for extensions. BUYER AND SELLER HAVE CONSIDERED CAREFULLY THE LOSS TO SELLER OCCASIONED BY TAKING THE PROPERTY OFF THE MARKET AS A CONSEQUENCE OF THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT, THE EXPENSES OF SELLER INCURRED IN CONNECTION WITH THE PREPARATION OF THIS AGREEMENT AND SELLER'S PERFORMANCE HEREUNDER, AND THE OTHER DAMAGES, GENERAL AND SPECIAL, THAT BUYER AND SELLER REALIZE AND RECOGNIZE SELLER WILL SUSTAIN BUT THAT SELLER CANNOT AT THIS TIME CALCULATE WITH ABSOLUTE CERTAINTY. BASED ON ALL THOSE CONSIDERATIONS, BUYER AND SELLER HAVE AGREED THAT THE DAMAGE TO SELLER IN SUCH EVENT WOULD REASONABLY BE EXPECTED TO EQUAL THE SUM OF THE OPTION MONEY, AND THAT SUCH AMOUNT CONSTITUTES A FAIR AND REASONABLE ESTIMATE OF DAMAGES AND NOT A PENALTY. ACCORDINGLY, IF BUYER FAILS TO CONSUMMATE THE PURCHASE OF THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND SUCH FAILURE CONSTITUTES A DEFAULT BY BUYER HEREUNDER, THEN SELLER SHALL HAVE THE RIGHT, AS ITS SOLE AND EXCLUSIVE REMEDY, TO RECEIVE AND RETAIN THE OPTION MONEY AS FULL AND COMPLETE LIQUIDATED DAMAGES.

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

L. Contract Not Recordable; Persons Bound; Notice

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

M. Occupancy

Seller represents that there are no parties in occupancy other than the Seller; however, there is a possible sign/billboard lease to \_\_\_\_\_ which shall be terminated at least fifteen (15) days prior to the Closing Date, or, at Buyer's option, assigned to Buyer. Seller agrees to deliver occupancy of the Property at the time of closing unless otherwise stated herein. If occupancy is to be delivered prior to closing, Buyer assumes all risk of loss to the Property and personalty from the date of occupancy, and shall be responsible and liable for maintenance thereof from such date, and shall be deemed to have accepted the Property and personalty in their existing condition as of the time of taking occupancy unless otherwise stated herein or in a separate writing.

N. Conveyance

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

O. Casualty and Condemnation.

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

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

P. Other Agreements

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

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

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



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

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

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

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

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

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

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

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

IF TO SELLER:

The Estate of Irene Merritt  
c/o Billy W. Merritt, Jr., Personal Representative  
1648 Davidson Tower Road  
Yemassee, SC 29945  
Email:  
Phone:

WITH A COPY TO:

Danny Henderson  
POB 2530  
Ridgeland, SC 29936  
Email dhenderson@parkerlawgroup.com

IF TO BUYER:

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

WITH A COPY TO:

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

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

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

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

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

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

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

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

JASPER COUNTY, Buyer

By:



1-13-25  
Date



Witness

SIGNATURES CONTINUE ON FOLLOWING PAGE

THE ESTATE OF IRENE MILLER, Seller

By:

Billy W. Merritt, Jr., Personal Representative Date

Witness

AGREEMENT OF ESCROW AGENT

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

Dated: \_\_\_\_\_, 2025.

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

**ADDENDUM # 1 TO OPTION**

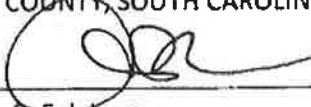
The Option Agreement ("Option") entered into by and between Jasper County, South Carolina, as Buyer, and The Estate of Irene Merritt, as Seller, dated \_\_\_\_\_, 2025, is hereby amended as follows:

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

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

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

JASPER COUNTY, SOUTH CAROLINA

By:   
Andrew P. Fulghum  
Its: County Administrator

Date: 1-13-25, 2024

THE ESTATE OF IRENE MERRITT

By: \_\_\_\_\_  
Printed name: Billy W. Merritt, Jr.  
Personal Representative

Date: \_\_\_\_\_, 2025

Ratified by Jasper County Council in accordance with a Resolution passed on \_\_\_\_\_, 2025.

Jasper County Council

By: \_\_\_\_\_  
John Kemp, Chairman

# AGENDA

## ITEM # 12

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2025-13**

**RESOLUTION OF JASPER COUNTY COUNCIL**

**APPOINTING A REPRESENTATIVE TO SERVE ON THE LOWCOUNTRY  
COUNCIL OF GOVERNMENTS LOWCOUNTRY WORKFORCE BOARD**

**WHEREAS**, Jasper County, as a member of the Lowcountry Council of Governments, and for the Lowcountry Workforce Board, the Jasper County Council desires to approve the recommendation of a representative to the Lowcountry Workforce Board; and

**WHEREAS**; at this time a vacancy currently exists on the Lowcountry Workforce Board for a Business Representative to represent Jasper County; and

**WHEREAS**, the Jasper County Council has determined that it desires to appoint Rhett Reed, Operations Manager at Builder's First Source to serve as Jasper County's Business Representative as a new member on the Lowcountry Workforce Board from Jasper County.

**NOW, THEREFORE, BE IT RESOLVED THAT** Rhett Reed is hereby appointed by Jasper County Council to serve as a Business Representative from Jasper County to serve on the Lowcountry Workforce Board for the term of 3 years as set forth by the Lowcountry Workforce Board governing documents; and

**ADOPTED THIS THE 18<sup>th</sup> DAY OF FEBRUARY 2025, and effective immediately, by Jasper County Council duly assembled.**

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

**ATTEST:**

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

**Reviewed for form and draftsmanship by the Jasper County Attorney.**

\_\_\_\_\_  
**David L. Tedder**

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



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Serving **Beaufort • Colleton • Hampton • Jasper** Counties

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February 3, 2025

Jasper County Council  
P.O. Box 1149  
Ridgeland, SC 29936

Dear County Council Members:

I am writing to formally request your approval of the following individual to serve as a new member on the Lowcountry Workforce Board:

- Rhett Reed, Operations Manager at Builders First Source

Mr. Reed has accepted our invitation to serve on the Workforce Board as a business representative, however, members of the board must be appointed by the County Council.

The Workforce Board provides guidance for and exercise oversight of activities under the Workforce Innovation and Opportunities Act for the Lowcountry Area that includes Jasper, Beaufort, Colleton and Hampton counties.

Please let me know if you have any questions or need additional information. Thank you for your assistance with this appointment.

Sincerely,

Sabrena P. Graham  
Executive Director

**Lowcountry Council of Governments**

PO Box 98 | 634 Campground Road  
Yemassee, South Carolina 29945  
Main: 843.473.3990 Aging: 843.473.3991 Fax: 843.726.5165  
[www.lowcountrycog.org](http://www.lowcountrycog.org)



# AGENDA

## ITEM # 13

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2025 -03**

**RESOLUTION OF JASPER COUNTY COUNCIL TO  
APPROVE SPECIAL SERVICES CONTRACT WITH  
HEATHER RATH CONSULTING TO PROVIDE  
CONSULTING SERVICES ON PROJECTS AS DIRECTED BY  
JASPER COUNTY, AND MATTERS RELATED THERETO**

**WHEREAS**, Jasper County (the County) has several projects in various states of progress for which an outside consultant familiar with Federal, state and local government operations, grant opportunities and grant requirements are needed, and desires to enter into a contract with Heather Rath Consulting (the Contractor) to provide general consulting services on projects directed by the County.

**WHEREAS**, section 2-413 defines special services as those professional services provided by physicians, architects ministers, engineers, accountants, attorneys, and management and consulting services, which are normally obtained on a fee basis, and further provides that these services may be procured without utilization of a bidding process.

**WHEREAS**, section 2-413 further provides that the departments using such services may contract on their behalf for such services provided that the following: 1) the department solicits the best possible contract, 2) negotiation with the provider of such services shall include the department head and the purchasing officer, 3) the department shall obtain the approval of the county council, 4) the department procuring the services shall seek the advice of department heads with expertise on the subject, and 5) County council shall have the authority to continue to contract for the services from year to year when it is in the best interest of the county.

**WHEREAS**, the Contractor is experienced in general consulting for projects and grants for Jasper County and for other counties and municipalities in the region.

**WHEREAS**, the Jasper County Administration, in cooperation with the purchasing officer has solicited the best possible contract, and

**WHEREAS**, the Jasper County Council desires to utilize the Contractor's expertise related to general consulting services for projects during the calendar year 2025.

**NOW THEREFORE, BE IT RESOLVED** by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that the requirements of Article V, Sec. 2-413 are met and hereby approve the services, as described in Exhibit A, of Heather Rath Consulting; and

**BE IT FURTHER RESOLVED THAT**, the County Council authorizes the County Administrator, Mr. Andrew Fulghum, to execute the contract after review by the County Attorney.

**SIGNATURES FOLLOW**

This Resolution No. R- 2025-03 made this 18th day of February 2025.

\_\_\_\_\_  
**Chairman**

**ATTEST:**

\_\_\_\_\_  
**Wanda H. Giles**  
**Clerk to Council**

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David L. Tedder**

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



### CONSULTANT AGREEMENT

This Consultant Agreement is made effective as of Monday, January 1st, 2025, by and between Heather Rath Consulting (“Consultant”) and Jasper County (the “Client and/or Company”), and Consultant and Company are also referred to as the “Parties” and each as a “Party.”

Consultant shall be further identified as follows:

Physical Address	Primary Contact Name
24 Bellhaven Way, Hilton Head, SC 29928	Heather Rath
Telephone	Primary Contact Email
843.415.5978	hrath@heatherrathconsulting.com

The Parties, intending legally and equitably to be bound, agree as follows:

- 1. Work to be performed.** Consultant agrees to perform the work described in this Section (the “Work”) and shall report in writing and phone to Client with whatever frequency and regarding whatever subject matter Client may require to keep Client informed about Consultant’s activities under this Agreement. Work to include but not limited to:
  - **General consulting services on projects directed by Jasper County**
- 2. Period of performance.** The period of performance of the Work shall commence on January, 1st, 2025, and shall continue through December 31, 2025, unless this Agreement is extended or terminated earlier pursuant to this agreement. This Agreement may be renewed or extended for an additional period by agreement of both Parties.
- 3. Contract type. Fixed monthly fee.** Client shall pay the Consultant a fixed monthly fee of \$2300.00 beginning January 2025 each month and ending December 31st, 2025.
- 4. Submission and payment of invoices.** Consultant shall submit invoices for the performance of the Work at the intervals specified. Invoices shall be submitted to: Tisha L. Williams, Executive Assistant, tllwilliams@jaspercountysc.gov.
- 5. Changes and modifications.** Any material change to the Work or the terms of this Agreement must be set forth in a writing and signed by the Parties.

**6. Confidential information.** Through its performance of Consulting Services, Consultant and its directors, officers, employees, or other representatives may have access to certain confidential and proprietary information concerning Client's organization, employees, members, and otherwise, including, but not limited to, information concerning Client's organization and structure, business, and marketing plans, legislative or policy plans, financial data, the identity of present and prospective members of Client, Client's current and prospective contracts, and policies, standards, procedures, and practices of Client (hereafter referred to collectively as "Confidential Information"). Unless expressly authorized by Client, during the term of this agreement, neither Consultant nor its directors, officers, employees or other representatives shall use Confidential Information for their own benefit or for the benefit of anyone other than Client, or disclose such information to anyone other than Client, except in the proper course of Client's business. Consultant shall use all reasonable efforts to keep this information confidential.

**7. Termination.** This Agreement will terminate at the end of the term unless terminated earlier by either party for any reason upon (90) days written notice to the other party. Upon such termination, the Client/Company will pay the full amount for the period during which the termination occurs.

**8. Independent contractor status.** The relationship of Consultant to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. Consultant has the right to control and direct the means, manner, and method by which the Work is performed. Consultant shall comply with all laws and assume all risks incident to its status as an independent contractor. Consultant covenants and agrees to pay all applicable federal, state, and local income taxes, associated payroll and business taxes, licenses and fees, workers' compensation insurance payments, and premiums; no such taxes, fees, or sums shall be withheld or paid by Company on behalf of Consultant. Consultant specifically acknowledges and agrees that it is responsible for paying, according to applicable law, Consultant's income taxes, if any. Consultant further acknowledges and agrees that it may be liable for self-employment (social security) tax, to be paid by Consultant according to applicable law. Consultant acknowledges and agrees that no workers' compensation insurance shall be obtained by Company covering Consultant.

Agreed to:

Accepted by:

Heather Rath Consulting

Jasper County

By: Heather Rath  
Name: Heather Rath, Heather Rath Consulting

By: X  
Name: Andrew Fulghum, Jasper County

Date: 1/1/2025

Date: X

# AGENDA

## ITEM # 14

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2025-14**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR  
TO ENTER INTO AN AGREEMENT FOR LEGAL SERVICES TO REVIEW  
AND AMEND THE JASPER COUNTY CODE OF ORDINANCES**

**WHEREAS**, the County Council for Jasper County, South Carolina (“Council”), has identified a continued need to review the Jasper County Code of Ordinances (“Code”) and when necessary amend the Code in order to address the needs and issues in Jasper County (“County”) as such arise; and

**WHEREAS**, to better serve the citizens and visitors of the County, Council seeks to have the Code reviewed and revised as necessary to address the ability for code enforcement officers to enforce the Code effectively, furthering the public health, safety and welfare of the citizens and visitors of the County; and

**WHEREAS**, in order to address the issues and ensure that the Code is in compliance with all other State and Federal laws, and promote the efficient application of such laws, it is desirable to obtain outside legal counsel to assist in the desired review and amendment of the Code; and

**WHEREAS**, it is evident that it is in the best interest of the citizens and visitors of Jasper County to obtain legal counsel to make the aforementioned amendments to the Code; and

**WHEREAS**, the Law Firm of Finger, Melnik, Brooks and LaBruce have submitted for consideration a retainer proposal to provide the desired legal representation, and having examined the proposal (attached), County Council finds the



proposal to be satisfactory and therefore desires to authorize the formal acceptance of the proposal by the County;

**NOW THEREFORE, BE IT RESOLVED**, that Jasper County Council does hereby incorporate the foregoing as findings, and authorizes the County Administrator to enter into an agreement for legal services for the purpose of reviewing the Jasper County Code of Ordinances and preparing for consideration by County Council such amendments as may be necessary or desirable to provide for better codes enforcement, the public health, safety and welfare being best served thereby, with leave granted to the County Administrator, with the advice of the Jasper County Attorney, accept the proposal and make any non-substances edits or corrections as may be needed or conducive to implementing the legal services retainer agreement as proposed.

**ADOPTED THIS THE 18<sup>th</sup> DAY OF FEBRUARY, 2025, and effective immediately, by Jasper County Council duly assembled.**

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

**ATTEST:**

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

**Reviewed for form and draftsmanship by the Jasper County Attorney.**

\_\_\_\_\_  
**David L. Tedder**

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



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# PROPOSAL FOR REPRESENTATION

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*Request for Legal Services*

**JANUARY 30, 2025**

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Dear Mr. Tedder:

Pursuant to our previous discussions regarding Jasper County's desire to review its current Code of Ordinance, we are pleased to submit this proposal to provide outside legal services to the County.

We believe that this firm is ideally suited to represent Jasper County in the review of its Code of Ordinances, specifically related to the topic code enforcement. A substantial focus of this firm's practice has long been the representation of local governments. It has been our privilege to represent Beaufort County, the City of Hardeeville, and the Town of Hilton Head Island in various project-specific matters over the years. We have also served as General Counsel to the Town of Bluffton for over two decades. Through this representation, we have developed a deep understanding and appreciation of all our local governments' different methods for reviewing and amending ordinances. Given the County's goals of compliance and efficiency, knowledge of not only applicable State laws but the actual application and implementation of ordinances by the Administration and staff is of paramount importance. Moreover, our local government experience provides this firm with the necessary legal acumen to guide County Administration and County Council through the amendment process and ensure strict compliance with the South Carolina Code, the Jasper County Code, and any policies adopted by County Council that may be implicated.

Founded on Hilton Head Island in 1992, our firm is proud of our reputation as a fixture in this community. Our attorneys have worked in conjunction with the legal and administrative staff in various government entities and in multiple capacities over the years and maintain a close working relationship with your County Attorney.

We believe that the foundation of any successful attorney-client relationship is trust and respect. As such, we know that our experience and roots in the local community will allow us to respond quickly and capably to any needs that may arise.

The enclosed proposal gives us the ability to be flexible to meet your needs as they arise. We believe our skills and expertise exceed all necessary qualifications and sincerely thank you for considering us.

E. Richardson LaBruce



### **Resume and Qualifications**

Although the County's needs on a particular project will dictate which of our attorneys will be best suited to represent the County, we expect that the primary attorneys involved in providing services related to this submission will be Terry A. Finger, E. Richardson LaBruce, Jacob D. Hunt and Brittany L. Ward.

**Terry A. Finger** was admitted to the South Carolina Bar in 1979 after graduation from the University of South Carolina. Terry remains a member in good standing of the South Carolina Bar. He was appointed as the Town of Hilton Head Island's first municipal judge in 1993 and continued to serve in such a capacity until 2002. He later served as a Beaufort County Magistrate from 2003 to 2017. Since the early 1980s, Terry has maintained a robust private practice on Hilton Head and continues to do so. These clients include numerous non-profit organizations, private businesses and individuals, and local governments. He has been Town Attorney for the Town of Bluffton since 2002.

**E. Richardson LaBruce** was admitted to the South Carolina Bar in 2010, following graduation from the University of Mississippi. Since his admission, Richardson's practice has centered around land use issues, civil litigation, commercial real estate, and local government representation. He has provided extensive outside counsel services to the Town of Bluffton and has provided project-based representation to the City of Hardeeville and Beaufort County. He also represents real estate developers throughout the State of South Carolina in acquiring property, securing financing, and developing industrial, commercial, single-family, and multifamily developments. He is the former Chairman of the Beaufort Housing Authority and currently serves on the Beaufort Memorial Hospital Board of Trustees.

**Jacob D. Hunt** was admitted to the South Carolina Bar in 2017 after graduating from Savannah Law School. Jacob is also licensed to practice in the State of Georgia and Ohio. He practices extensive residential real estate law and provides work for many corporate clients.

**Brittany L. Ward** graduated from Savannah Law School and was admitted to the South Carolina Bar in 2019. Prior to attending law school, she worked as a legal assistant focusing on matters related to foreclosure and real estate law. The last six years of her career have been dedicated to public service, serving as the Attorney for Beaufort County and the Vice-President of the South Carolina Association of County Attorneys.

In addition to our primary attorneys' substantial experience in local government representation, they also continue to represent private entities and individuals in all types of legal matters and write title policies as authorized agents for First American Title Insurance Company. We believe that our public and private representation provides us with a well-rounded understanding of our lowcountry community, which allows us to better serve our clients' needs.



### **Scope of Services**

As a firm, we take pride in our ability to respond to the wide range of legal issues that government entities and purchasers of real estate face on a regular basis. In their experience, our attorneys have developed an extensive knowledge of government legal issues, including but not limited to the following:

1. Provide legal advice to County Council as requested. When needed will participate in individual calls or meetings with Council Members in order to provide advice to the Council regarding upcoming agenda items and be prepared to offer legal advice on all agenda items at meetings of the Council or committees;
2. Provide legal advice to the County Administrator and staff as requested. When needed will participate in individual calls or meetings with the Administrator or staff regarding upcoming agenda items at meetings of the Council or committees;
3. Preparing and reviewing ordinances, resolutions, contracts and other documents for legal accuracy and acceptability;
4. Coordinating with County staff and contract County Attorney to assure proper management of legal issues;
5. Preparing legal research and opinions at the request of the County Administrator or his designee;
6. Representing clients in eminent domain matters, land acquisition, FOIA litigation, and other matters, as well as supervising and participating as counsel in all types of litigation.
7. Any other legal services and tasks as assigned by the County Council, the County Administrator, or the County Administrator's designee.

### **Project Specific Scope of Services & Rates: Code of Ordinances Review**

It is our understanding that the County desires a review of the Jasper County Code of Ordinances (“*Ordinances*”) in order to receive legal advice specifically on the ability of Code Enforcement Officers to enforce the Ordinances. Although the County’s needs will dictate which of our attorneys will be best suited to represent the County in other projects, for this specific project we expect that the primary attorneys involved in providing services will be E. Richardson LaBruce and Brittany L. Ward. Complete resumes are available upon request.

For this specific project the firm will conduct a review of the Ordinances and provide the Administration with a list of legal concerns and suggestions for improving the application and efficiency of enforcing the Ordinances by Code Enforcement Officers. The firm will complete the initial review and be prepared to discuss amendments with Administration within forty-five (45) calendar days. Following discussions with Administration, the firm will proceed with drafting amendments to the Ordinances to address the said concerns and implement the desired changes to provide Code Enforcement Officers with the necessary authority. The firm will assist the Administration and staff with drafting any documents necessary for County Council approval of the amended Ordinance, including memorandums and ordinances for agendas. The scope of services for this project does not include attending committee meetings or County Council meetings.



The firm's standard hourly rate is provided in the Section below, but in order for the County to receive the desired services and complete this important project in a timely and efficient manner the firm is presenting a flat rate of Ten Thousand Five Hundred and 00/100 (\$10,500.00) Dollars. This fee reflects all costs associated with this specific project to be completed. Please note if additional services are requested that are not included in the scope of services herein or are not directly related to the Ordinances amendment to address Code Enforcement, then the additional services will be invoiced at an hourly rate as stated in the Section below.

Additionally, as it relates to this project the firm can conduct research and provide the Administration with an analysis of the number of Code Enforcement Officers necessary to properly enforce the Ordinances. This additional research and analysis is not included in the flat fee and would be invoiced at the hourly rates as provided in the Section below. This work can be done simultaneously if desired.

**Proposed Rates for Services**

At FINGER, MELNICK, BROOKS & LABRUCE, P.A., we make a concerted effort to offer fair and appropriate rates to our local government clients, knowing the many budgetary constraints on which most localities operate. While our standard hourly rate, as shown below, is extremely competitive in this area based on our attorneys' results and years of experience, our proposed rate for Jasper County (the "County") offers a substantial reduction.

Name	County Rate	Standard Rate
Terry A. Finger	\$300.00/hr	\$425.00/hr
Thomas L. Brooks	\$300.00/hr	\$425.00/hr
Tyler A. Melnick	\$300.00/hr	\$425.00/hr
E. Richardson LaBruce	\$300.00/hr	\$425.00/hr
Jacob D. Hunt	\$300.00/hr	\$400.00/hr
Brittany L. Ward	\$300.00/hr	\$400.00/hr
Anne C. Marscher (of counsel)	\$300.00/hr	\$425.00/hr
Arthur F. Andrews (of counsel)	\$300.00/hr	\$425.00/hr
Paralegals	\$100.00/hr	\$100.00/hr

We calculate fees on an hourly basis with time records indicating a breakdown by individual increments of one-tenth of an hour.

We have submitted this proposal to provide legal services for the County based on an expressed desire to obtain the assistance of outside legal counsel on an as needed basis. We understand that the desired legal services being sought will work with and augment the services provided by the County Attorney. Our proposal is submitted with this scope of work in mind, and as such, allows us to be flexible to meet your needs as they arise. We believe our skills and expertise exceed all necessary qualifications and sincerely thank you for considering us.

Only after identifying the nature and extent of the duties assigned with a greater degree of certainty can support staff be assigned to specific projects based on the skill of our individual staff members and



the individual projects. The charges stated herein are based upon a number of factors, including the time and labor anticipated, the novelty and difficulty of the types of legal issues normally presented, and the skill, education, and experience required to competently perform requested legal services. Other factors include the cost of similar legal services customarily charged in the community, the amount of money or property involved or in jeopardy, and the likelihood that the acceptance of this matter will preclude other representation by this firm. We will also bill you for out-of-pocket expenses advanced to your account, if any. All out-of-pocket expenses of the firm are to be reimbursed.

# AGENDA

## ITEM # 15



**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2025-15**

**A Resolution of Jasper County Council Approving the  
Procurement of Temporary Housing and Equipment Storage at the  
Tillman Fire Station Site on an Exigent Basis Pursuant to Section  
2-412 and 2-415 of the Jasper County Code of Ordinances and  
Matters Related Thereto.**

**WHEREAS**, normal daily operations of the Jasper County Tillman Fire Station Site have been disrupted by the existence of conditions resulting in part from extreme weather events, such as Tropical Cyclone Helene, and the intrusion of mold, which make the Fire Station unsuitable for habitation by public safety personnel, and unsuitable for the storage of Equipment, affecting normal daily operations of the Tillman Fire Station; and

**WHEREAS**, Section 2-412 of the Jasper County Code of Ordinance provides the chief purchasing officer, with the concurrence of the county administrator, may make or authorize others to make emergency procurement where normal daily operations are affected; and

**WHEREAS**, normal bidding procedures would likely delay the procurement of suitable temporary housing and storage facilities by several months; and

**WHEREAS**, Section 2-415 of the Jasper County Code of Ordinances provides County Council, upon recommendation of the County Administrator and County Attorney, or upon its own initiative, may exempt by Resolution after holding a public hearing specific items, services, or projects from the purchasing procedures required in the Procurement Code when Council finds, based upon unusual or extraordinary circumstances, that such exemption is in the best interests of the County and its citizens; and

**WHEREAS**, immediate procurement of temporary housing and equipment storage at the Tillman Fire Station is imperative to the normal operation of the Tillman Fire Station, as well as the prevention of a potential threat to the public safety caused by the impact of service provision being moved from the site, and the need for such immediate procurement caused by the conditions caused and/or exacerbated by Tropical Cyclone Helene is an extraordinary circumstance; and

**WHEREAS**, the Director of Jasper County Emergency Services has investigated

alternatives, and determined the most viable and cost efficient approach to address the immediate lack of housing and storage is to obtain a manufactured home and a detached 36' X 50' X 14' equipment storage shed, which would provide additional time to program a permanent replacement structure to service this area of the County; and

**WHEREAS**, the Director of Jasper County Emergency Services has visited multiple manufactured home dealerships in the Lowcountry, and obtained two quotations for suitable manufactured homes (attached), as well as two quotes for the equipment storage structure (attached); and

**WHEREAS**, it is the opinion of the Director of Jasper County Emergency Services and the chief purchasing officer, with the concurrence of the county administrator, that emergency procurement of temporary housing and equipment storage as quickly as possible is imperative to the normal daily and safe operation of Jasper County Emergency Services for this area of the County; and

**WHEREAS**, County Council has conducted a public hearing on this matter on February 18, 2025;

**NOW THEREFORE, BE IT RESOLVED** by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that it is in the best interest of the County and its citizens to approve the requested emergency procurement as provided in the Jasper County Purchasing Ordinance not to exceed \$220,000 for the acquisition and installation of the manufactured home from Clayton Homes of Orangeburg and the equipment storage shed from Jones Vacuum Center as provided in their respective quotes provided; and

**FURTHER RESOLVED**, the County Administrator is authorized to execute contract and/or purchase documents as are customary and usual, to effectuate the acquisition and installation of these items at the Tillman Fire Station; and

**FURTHER RESOLVED**, expenditures for these acquisitions and installation will be funded from the existing 2024-2025 County Budget for Building Repairs, Line Item 010-046-5095.

**SIGNATURES FOLLOW**

This Resolution No. R- 2025-15 made this 18<sup>th</sup> day of February, 2025.

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**John Kemp, Chairman**

**ATTEST:**

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

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**David L. Tedder**                      **Date**



## Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)

Ridgeland, SC 29936

Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

6, February 2025

To: Honorable County Council

Cc: Andrew Fulghum, Administrator  
Kimberly Burgess, Chief Finance Officer

Re: Tillman Fire Station

Greetings Honorable Council,

The Tillman Fire Station is out of service. Following up on our workshop briefing. Please find attached our humble request to execute emergency acquisition of temporary housing and garage structure for apparatus. The resolution will allow us to execute utilizing existing funds in the Fire Rescue building maintenance line (010-046-5095). We have met internally and discussed the need to restore service to the Tillman Community. We are postponing non-operational repairs to all fire-rescue facilities.

Quick recap. Tillman Fire Station has an estimated \$36,000 structural/cosmetic damage to apparatus bay. Living quarters have toxic mold. The mold has been remediated a couple of times already. To repair the facility would require us to bring up to current codes. This initiative is cost prohibitive.

Our request is:

- Make a purchase of a 3 bedroom/ 2 bath mobile home.
- The mobile home is in Orangeburg at Clayton Homes dealership
- This particular home has the most operational capacity vs all of the others assessed in the markets of Beaufort, Jasper, Colleton and now Orangeburg.
- Pull all necessary permits with BPZ
- Utilize County equipment and combination of personnel to raze and remove debris
- Utilize current foundation for the installation of "Temporary carport structure"
- Have the administrator sign all documents necessary for the execution of acquisition and all matters related thereto
- Work on expedited delivery, set up, tie into well/septic and get station operations restored
- Allowing County leadership to elongate time in developing a robust replacement plan with a funding strategy that avoids additional impacts to our citizens.

Thank you for your consideration in our plan to restore services. We will update you on our progress, should your approval be granted.

Sincerely,

Russell W. Wells



## Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)

Ridgeland, SC 29936

Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

6, February 2025

To: Honorable County Council

Cc: Andrew Fulghum, Administrator  
Kimberly Burgess, Chief Finance Officer

Re: Tillman Fire Station

Dear Council,

The Tillman Fire Station has been offline since August 2024. The station was damaged because of Tropical Cyclone Helene. This station received an estimated \$40,000 in structural damages. Additionally, the living quarters has toxic mold intrusion. We have remediated the mold issue in living quarters four times known to us. This station was a pole barn construction with an attempt to establish some degree of living quarters. The amount of damage received and the need to remediate the toxic mold again; the building and fire codes would require this facility to come into compliance with current codes. Therefore, it is impractical and cost prohibitive to invest in attempting to accomplish this task.

We realize the profound need to restore services to the Tillman Community and recognize that the construction of a replacement station costs millions. We have identified an avenue of service restoration; extending time to the County in achieving a robust financial plan to update Fire Stations throughout the County in the most cost effective manner. We humbly request your approval to execute the following plan under the auspices of *emergency purchase*.

We have visited four mobile home dealerships in the Lowcountry. We have identified a mobile home that will restore housing for personnel as well as identified an enclosed carport for housing apparatus. In the attached documents you will discover the "5410" Clayton mobile home quote from the dealership out of Orangeburg. This particular dealer has on lot ready for delivery the most operationally compliant model. The Oakwood mobile home quote was also included for review but is more expensive. While all of the models we evaluated were in the general area of costs; The 5410 has been the more cost effective solution and operationally compliant model discovered thus far.

The carport has received two quotes so far with largely differing numbers. We can refine further; however, we are established with Jones out of Walterboro. They have provided the more cost effective quote attached.

**Plan:**

- Pull all requisite permits
- Utilize county resources to demolish the station and haul to appropriate landfill
- Utilize existing foundation for replacement temporary carport structure
- Acquire the mobile home and install laterally to the carport.

We have reviewed our existing operating budget. Line 010-046-5095 currently has \$349,984 in our building repairs line. We identified the Tillman Fire Station already having a need for roof replacement and Septic system work. Other stations have been slated for painting, drywall, or other non-critical operational repairs. We are confident that we can effectively execute the acquisition of, and restoration of service delivery to our citizens for an amount not to exceed \$220,000 out of this line. We believe that this will need a resolution and budget amendment. Therefore, we have provided a resolution for your consideration and humbly request the administrator be allowed to sign all documents for the acquisition and all other matters related thereto.

This plan will not impact the County's reserve funds; financially impact our residents; and can be absorbed through our current operating budget.

Sincerely,

Russell W. Wells



## *Jasper County Emergency Services*

*1509 Grays Hwy (P.O.B. 1509)*

*Ridgeland, SC 29936*

*Office: 843-726-7607 Fax: 843-726-7966*



*Chief Russell W. Wells, Director*

*Deputy Chief Darran Vaughn*

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**Mobile Home:  
Clayton Mobile Homes**

## Russell Wells

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**From:** Long, Mysti <Mysti.Long@ClaytonHomes.com>  
**Sent:** Friday, February 7, 2025 11:52 AM  
**To:** Russell Wells  
**Cc:** Polston, Joanne  
**Subject:** Clayton Homes Sales Agreement Attached  
**Attachments:** Jasper County Sales Agreement.pdf

Rusty,

Good afternoon.

I have attached the sales agreement for the River. We accept check or card for the earnest deposit of \$1000.00, and we can send a link to submit payment if that is more convenient for you.

Just let me know.

Mysti



**Mysti Long**

**Home Consultant**

1657 Five Chop Rd, Orangeburg, SC 29115

Office: (803) 233-4477

Cell: (803) 842-9428

Open doors. Be a home. Drive change. Do good. Earn trust.

*What you see and what you hear depends a great deal on where you are standing. It also depends on what sort of person you are. -C.S.Lewis*

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#### CONFIDENTIALITY NOTICE

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## SALES AGREEMENT

DATE: February 6, 2024

BUYER(S): Jasper County

ADDRESS: \_\_\_\_\_

DELIVERY ADDRESS: 358 3rd AVE Ridgeland SC 29936 30 Daniel Omorris BLVD Tillman SC 29943

TELEPHONE: 843-717-3693

SALES PERSON FULL NAME: \_\_\_\_\_

LICENSE NO: N/A

SALES PERSON SIGNATURE: N/A

BASE PRICE: 154,000.00

Make: High Rock River

Model: \_\_\_\_\_

Serial No.: \_\_\_\_\_

New  Used

State Tax: \_\_\_\_\_

Local Tax: \_\_\_\_\_

~~TRADE:~~

~~Make:~~

~~Model:~~

~~Year:~~

~~Length:~~

~~Width:~~

~~Title #:~~

~~Serial No.:~~

Amount owed will be paid by:  Buyer  Seller

Owed to: \_\_\_\_\_

1. CASH PRICE 154,000.00

**SELLER RESPONSIBILITIES:**

Deliver, set, block, anchor, dirt pad, vapor barrier, The home will be set to county code, Water and septic hook-up, electrical hook-up, 15 seer heat pump, (2) 4x4 steps, built with treated lumber, and white vinyl skirting. SEE ADDENDUM

2. TOTAL PACKAGE PRICE 154,000.00

**OPTIONS:**

Trade Allowance 0.00

Less Amount Owed 0.00

Trade Equity 0.00

Cash Down Payment 1,000.00

**BUYER RESPONSIBILITIES:**

All permits and site preparation. SEE ADDENDUM

3. LESS ALL CREDITS 1,000.00

**SELECT ONE OF THE FOLLOWING:**

1. This home meets minimum habitability requirements.  
 2. This home is purchased for the purpose of repair only and not for habitation until the standards of minimum habitability are met.

May not meet local codes and standards. New homes meet Federal Manufactured Home Standards.

4. REMAINING BALANCE 153,000.00

Buyer(s) agree: (1) that the terms and conditions on page two are part of this agreement; (2) to purchase the above home including the options; (3) that they acknowledge receiving a completed copy of this agreement; (4) that all promises and representations made are listed on this agreement; and (5) that there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

This quote does not include tax or title.  
 The earnest deposit is applied to the cost of the home,  
 and is refundable up to closing.

**SELLER:**

**BUYER:**

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Signature of:  
 \_\_\_\_\_

MANAGER'S NAME  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of:  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Signature of:  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Signature of:  
 \_\_\_\_\_

#@barcode|appld@#



## ADDITIONAL TERMS AND CONDITIONS

1. **APPLICABILITY.** The terms and conditions stated herein are in addition to any provisions of the sale of the home by Seller to Buyer (which may include a manufactured home or a modular home) stated on the front of the agreement. Unless specifically modified by written amendment to this Sales Agreement, the terms and conditions stated herein control this sale.
2. **SELLER RESPONSIBILITIES.** Delivery and installation: Normal delivery and installation are included in the purchase price Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the exact date for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated date of occupancy.
3. **DEPOSIT.** The Buyer will complete the transaction by paying the full purchase price and related fees and charges in cash or by obtaining a loan or other financing arrangement from the lender selected by Buyer. If Buyer fails or refuses to complete the purchase within seven (7) days of the date of this Sales Agreement or within two (2) business days of delivery of a retail ordered home, or within an agreed upon extension of time, for any reason (except cancellation due to being refused financing), Seller may keep the cash deposit as liquidated damages for its expenses, other damages, attorney fees, court costs, and any construction costs incurred in connection with the sale to the extent permitted by applicable law. If Buyer rescinds this Sales Agreement as allowed by applicable law, Seller may retain from the cash deposit costs actually incurred because of Buyer's rescission. Nothing in this Sales Agreement shall preclude Seller from electing to pursue any other remedies available to Seller.
4. **FINANCED PURCHASE.** If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a loan or other financing arrangement with a lender selected by Buyer or other agreement as may be required to finance the purchase. Buyer shall apply for credit for financing the purchase within two (2) business days of entering into this Sales Agreement.
5. **INSPECTION.** Buyer has examined the home and items related to the purchase and found it acceptable for Buyer's particular needs. Buyer's own judgment and inspection of display model(s), the brochures and bulletins and/or the floor plans provided to Seller by the manufacturer, in making the decision to purchase the home described on the reverse side of this agreement.
6. **CHANGES BY MANUFACTURER.** Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the unit covered by this Sales Agreement either before or after it is delivered.
7. **LIMITATION OF DAMAGES.** If any warranty is limited to repair or replacement and such warranty fails because attempts at repair are not completed within a reasonable time or the warrantor(s) has (have) gone out of business, Buyer(s) agree(s), that if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the unit caused by the lack of repairs. In no event, will the Seller be liable to the Buyer(s) for any incidental or consequential damages. Buyer(s) also agree(s) that once the unit has been accepted, even though a warranty does not accomplish its purpose, the Buyer cannot return the unit to the Seller and seek a refund for any reason.
8. **WARRANTIES BY THE MANUFACTURER.** The manufacturer warrants that the home complies with applicable law, both statute and rule, as to construction and fire protection and detection, in effect at the date of manufacture. The manufacturer shall take corrective action at the site of the home in instances of breach of this warranty which become evident within one (1) year from the date of delivery of the home to Buyer if Buyer notifies the manufacturer, in writing, of the defect - not later than one (1) year and ten (10) days after delivery to the Buyer. There may be other warranties covering the home, items sold with the home or its contents which have been provided by the manufacturer of the home, items sold with the home or any of its contents. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer.
9. **MEASUREMENTS.** Buyer acknowledges that all measurements of dimensions, construction thickness, and insulation values are normal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.
10. **ORAL REPRESENTATIONS.** Buyer acknowledges that neither Seller nor any of its agents have made any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
11. **COMPLETE AGREEMENT.** This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration agreement establish the complete agreement between Buyer and Seller and there are no other agreements or understandings between the parties hereto. This Sales Agreement supersedes any prior, signed Sales Agreements, and may only be modified by written agreement of the parties hereto.

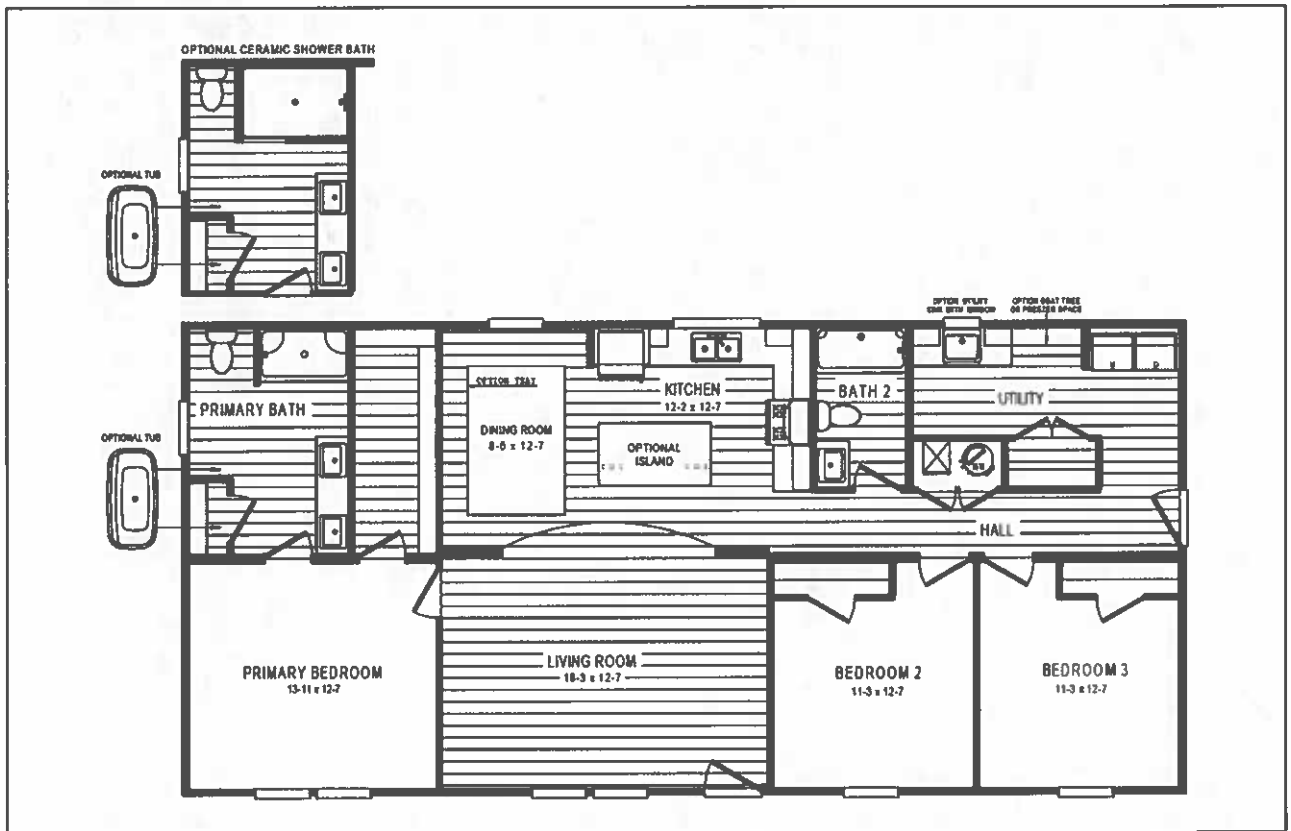


5410 "RIVER" 5628

ROC744800NCABAC

3 beds • 2 baths

1,492 sq. ft.



(803) 233-4477

Monday - Friday: 9am to 5pm

Saturday: 9am to 5pm Sunday: Closed

CLAYTON HOMES-ORANGEBURG

1657 FIVE CHOP RD  
ORANGEBURG, SC 29115

Our home building facilities invest in continuous product and process improvements. Plans, dimensions, features, materials, specifications, and availability are subject to change without notice or obligation. Renderings and floor plans are representative likenesses of our homes and many differ from actual homes. We invite you to tour a Home Center near you and inspect the highest value in quality housing available or call (803) 233-4477 to speak with a Home Consultant. ©2025, CMH. All rights reserved.



## *Jasper County Emergency Services*

*1509 Grays Hwy (P.O.B. 1509)*

*Ridgeland, SC 29936*

*Office: 843-726-7607 Fax: 843-726-7966*



*Chief Russell W. Wells, Director*

*Deputy Chief Darran Vaughn*

**Mobile Home:  
Oakwood Mobile Homes**

## Russell Wells

---

**From:** Long, Ben <Ben.Long@OakwoodHomes.com>  
**Sent:** Tuesday, December 17, 2024 4:33 PM  
**To:** Russell Wells  
**Cc:** Murdaugh, Ray; Craig C. Thomas  
**Subject:** Oakwood Homes of Beaufort price quote  
**Attachments:** SMHC110124121717060.pdf

Hi Russell,

Thank you for your visit today, I have attached customer specifications and pricing. The setup includes delivery and trim out that meets county codes. This includes connection of septic up to 10 feet, well up to 90 feet and electrical hookup from the power pole to the home. We will also install steps and white vinyl skirting, dirt pad and concrete footers.

Oakwood Homes will connect a 3-ton heat pump. We have upgraded the insulation package to R22 floor, R18 walls and R38 ceiling, we are using 2x6 exterior walls and joist 16" on center. The total package price for the home is \$164,987 plus SC sales tax of \$385.00. The build time is usually 8-12 weeks but I will let the plant know your situation and can possibly get the home quicker.

We look forward to working with you,



**Ben Long**  
Home Consultant

2842 Trask Parkway, Beaufort, SC 29906  
(843) 846-4536 office  
(843) 338-2578 cell

Open doors. Be a home. Drive change. Do good. Earn trust.

---

**From:** HC1101 <HC1101@oakwoodhomes.com>  
**Sent:** Tuesday, December 17, 2024 5:06 PM  
**To:** Long, Ben <Ben.Long@OakwoodHomes.com>  
**Subject:** Message from MHC1101

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Homebuyer Assistance  
1-877-201-3870  
8am-8pm EST Mon-Sat

# Legend 2860478

1,560 Square Feet, 4 Bedrooms, 2 Bathrooms, Multi-Section

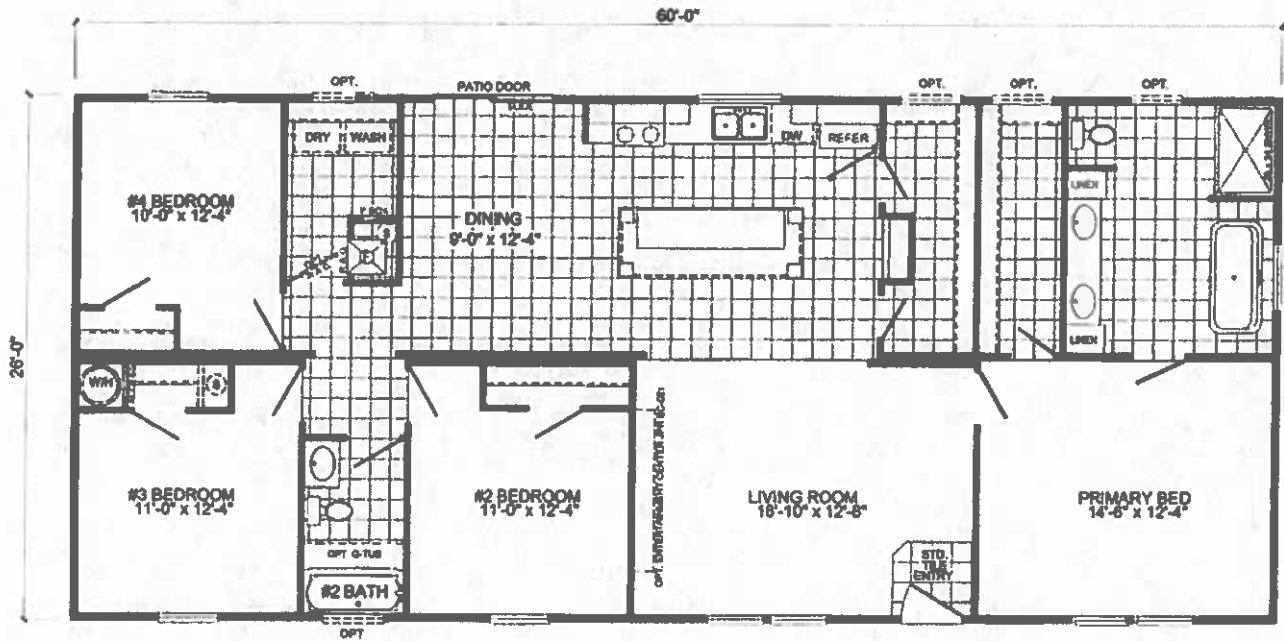
This manufactured home is built to the federal (HUD) building code for manufactured housing.

Home built by Scotbilt Homes, Waycross GA

Model within 30 miles of Beaufort, SC

## Floor Plan

OPTIONS





# Legend 2860478

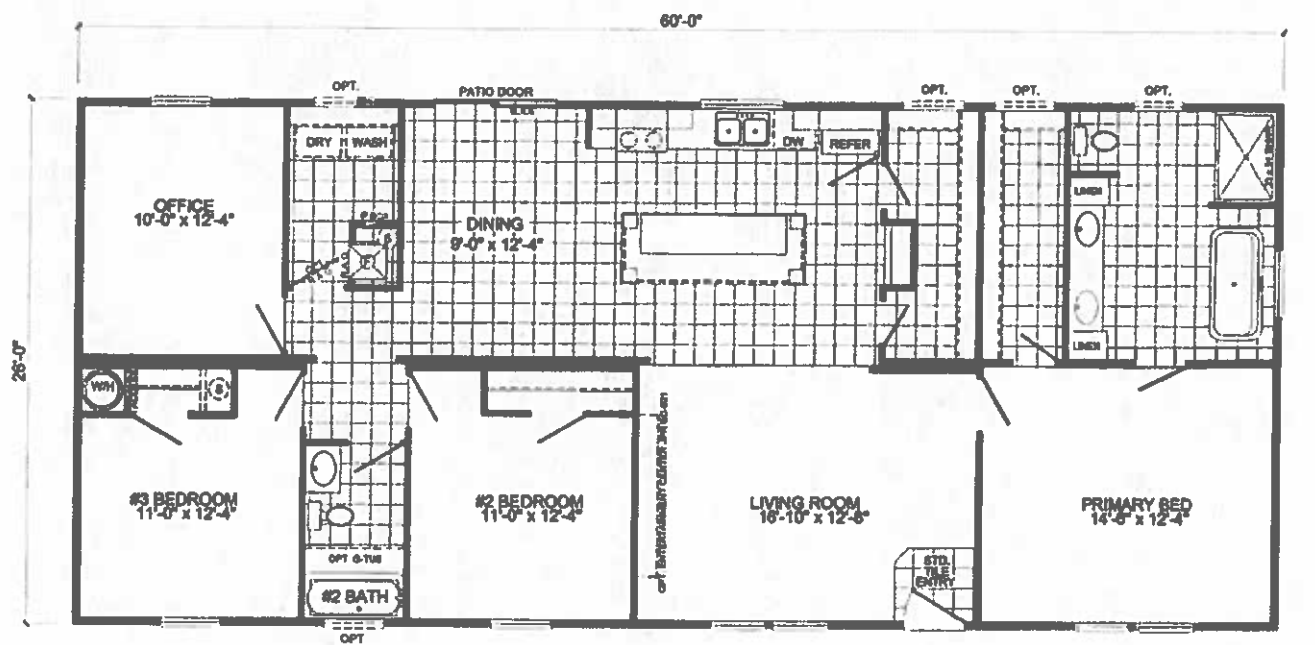
1,560 Square Feet, 3 Bedrooms, 2 Bathrooms, Multi-Section

This manufactured home is built to the federal (HUD) building code for manufactured housing

Home built by Scotbilt Homes, Waycross GA

Model # 10 miles 9 Product 5

## Floor Plan





Homebuyer Assistance  
1-877-201-3870  
8am-8pm EST Mon-Sat

# Legend 2860478

1,560 Square Feet, 3 Bedrooms, 2 Bathrooms, Multi-Section

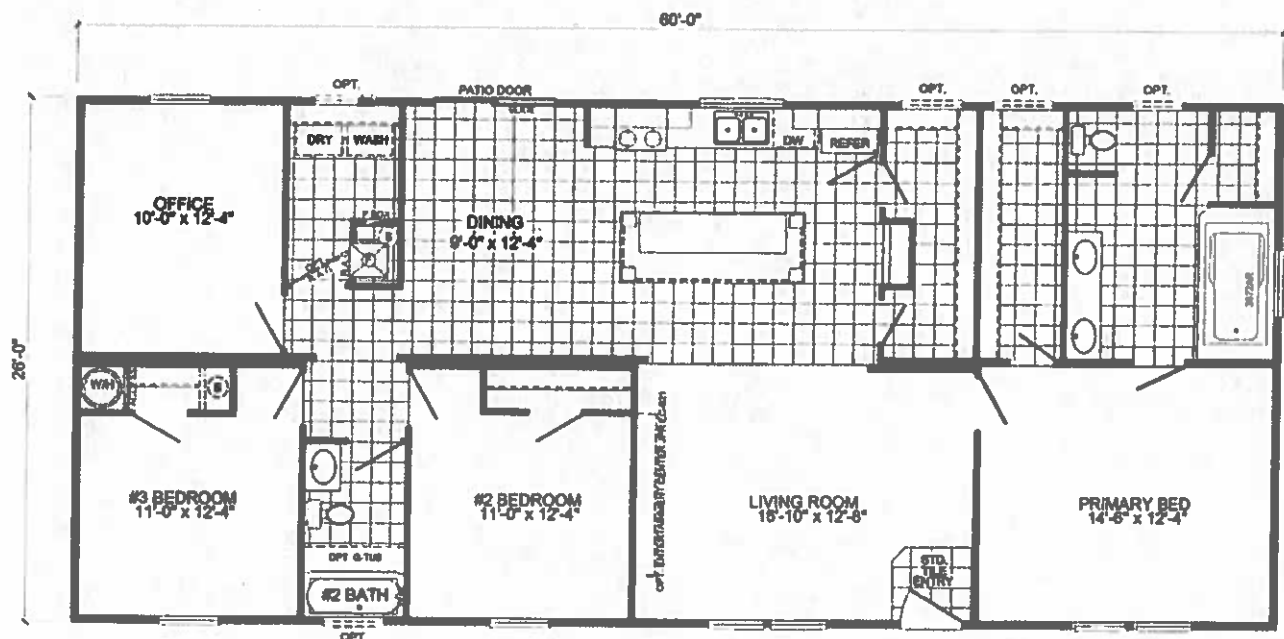
This manufactured home is built to the federal (HUD) building code for manufactured housing.

Home built by Scotbilt Homes, Waycross GA

Models within 10 miles of Beaufort, NC

## Floor Plan

OPTIONS



























## *Jasper County Emergency Services*

*1509 Grays Hwy (P.O.B. 1509)*

*Ridgeland, SC 29936*

*Office: 843-726-7607 Fax: 843-726-7966*



*Chief Russell W. Wells, Director*

*Deputy Chief Darran Vaughn*

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**Apparatus/Equipment Bay:**

**Jones Vacuum Ctr.**



**Jones vacuum center**

773 N Jefferies Blvd  
Walterboro, Colleton, 29488  
jonesvacuum@yahoo.com  
(843) 549-0107

**Sales: Rusty Jones**

773 N Jefferies Blvd  
Walterboro, Colleton, 29488  
jonesvacuumcenter@gmail.com  
(843) 549-0107

Building Quote  
**QTE-000257**

Date  
**02/06/2025**

Total  
**\$52,275.36**

**CUSTOMER DETAILS**

**Jasper County Temp Station**

Billing Address  
Jasper  
Shipping Address  
ssmith@jaspercountysc.gov  
(843) 247-1023

**Commercial Buildings - 36 x 50 x 14**

- Roof Color: Green
- Trim Color: Green
- Sides/Ends Color: Sandstone
- Wainscot Color: NA



Ready for installation?  Jobsite Level?  Permit Required?  Inside City Limit?  Electricity Available?  Installation Surface? Concrete

Building Dimension **36'W x50'L x14'H**      Roof Style **Vertical**      Gauge **14 Gauge**      Wind/Snow Rating **145 MPH + 30 PSF Certified**      Distance on Center **5 Feet**

36X50' (Roof 51') Vertical Roof	1	\$18,155.00
14' Height (Ladder Legs Baseraill)	1	\$3,565.00
145 MPH + 30 PSF Certified	1	\$0.00
3/12' Roof Pitch	1	\$0.00
Front Wall Closed Vertical	1	\$3,765.00
Back Wall Closed Vertical	1	\$3,765.00
Left Closed Vertical	1	\$2,167.50
Right Closed Vertical	1	\$2,167.50
Left Lean-to 12x20' (Custom)	1	\$1,597.50
Left Lean-to 8' Height	1	\$80.00
Left Lean-to 3/12' roof pitch	1	\$0.00
Left Lean-to Front Wall Closed Vertical	1	\$792.50
Left Lean-to Back Wall Closed Vertical	1	\$792.50
Left Lean-to Side Wall Closed Vertical	1	\$592.50
Left Lean-to - 2" Fiber Glass (Full Building)	1	\$1,485.00
Front Lean-to 12x20' (Custom)	1	\$1,597.50
Front Lean-to 8' Height	1	\$80.00
Front Lean-to 3/12' roof pitch	1	\$0.00
Front Lean-to - 2" Fiber Glass (Full Building)	1	\$0.00
12x12 ft Garage Door (Roll-Up) on Right Wall	1	\$1,975.00
12x12 ft Garage Door (Roll-Up) on Right Wall	1	\$1,975.00

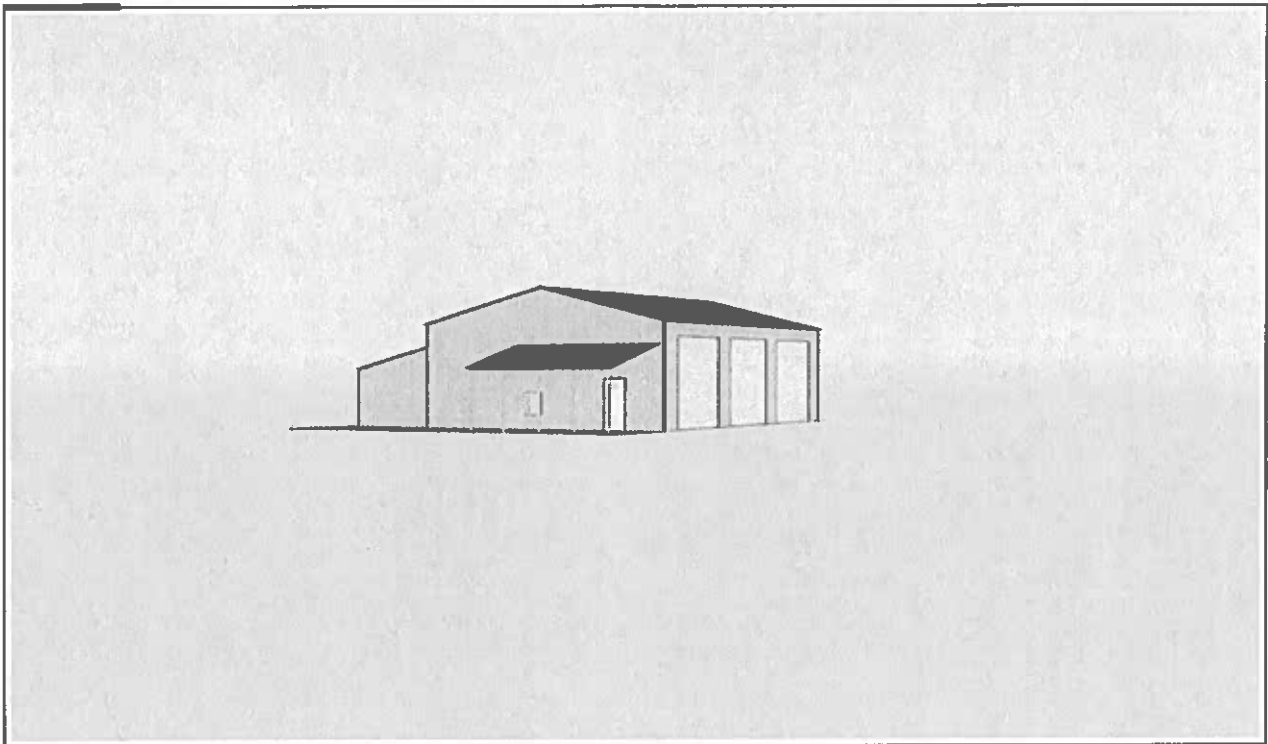
1



12x12 ft Garage Door (Roll-Up) on Right Wall	1	\$1,975.00
36x80 inch Walk-in Door (Regular Walk-in Door) on Front Wall	1	\$330.00
30x36 inch Window (Standard) on Back Wall	1	\$220.00
30x36 inch Window (Standard) on Front Wall	1	\$220.00
36x80 inch Walk-in Door (Regular Walk-in Door) on Left Wall	1	\$505.00
Colored Screws - Roof	1	\$640.50
Colored Screws - Wall	1	\$421.27
2" Fiber Glass (Full Building)	1	\$11,187.00
Side Connection Fees	1	\$425.00
Manufacturer Discount	1	\$14,747.82
Generic Drawings Risk I Fee : \$300.00		
Lift Required : \$3,750.00		
<b>NOTES</b>	Building Amount:	\$58,991.27
	Manufacturer Discount:	\$14,747.82
	Sub Total:	\$44,243.45
	City Tax (9%)	\$3,981.91
	Additional Charges	\$4,050.00
	<b>Grand Total</b>	<b>\$52,275.36</b>
	<b>Pay Now</b>	
	Downpayment	\$8,848.69
<b>Balance Due</b>	<b>\$43,426.67</b>	

1

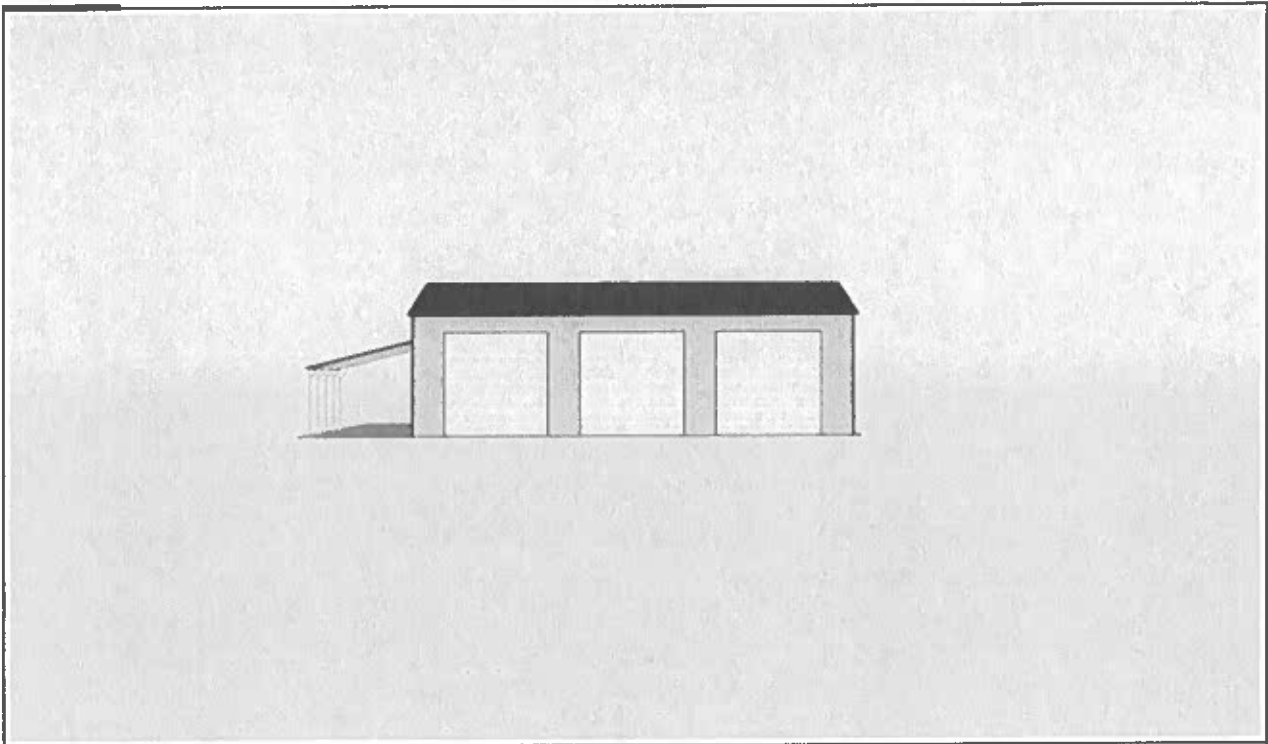
**BUILDING VIEW**



**VIEW IMAGE 1**

1

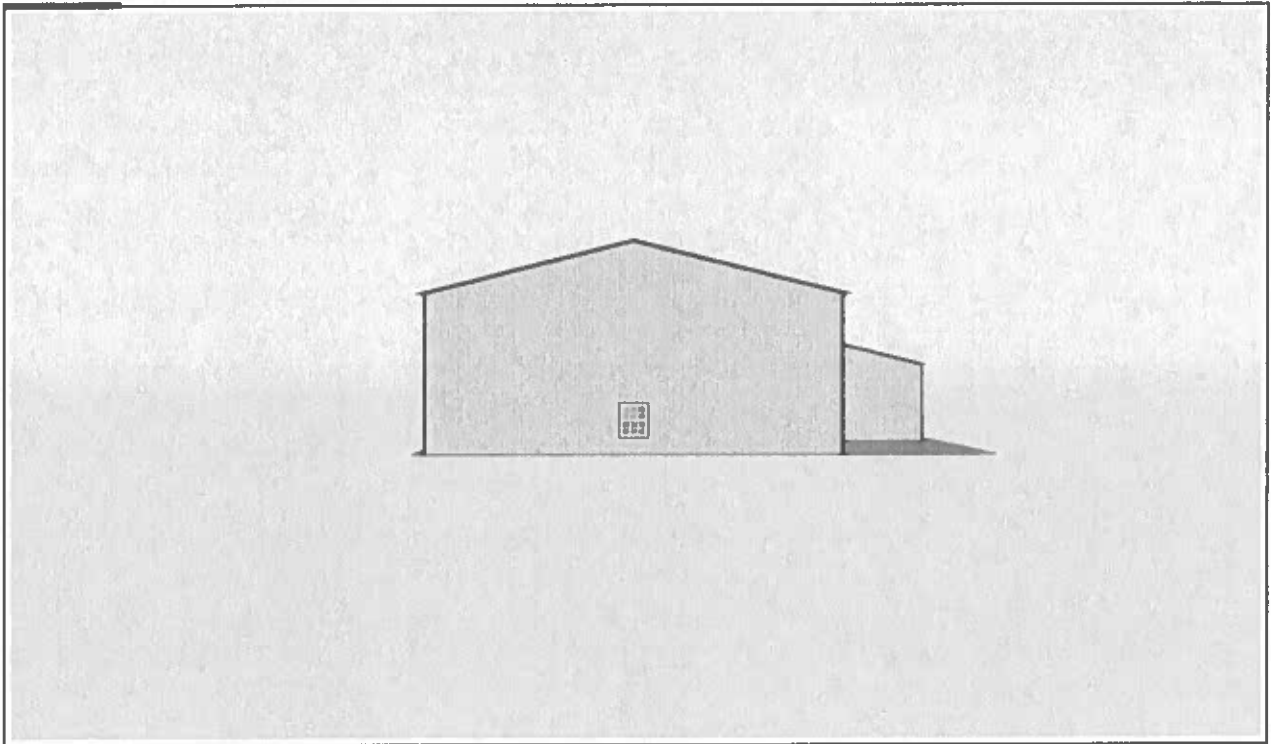
**BUILDING VIEW**



**VIEW IMAGE 2**

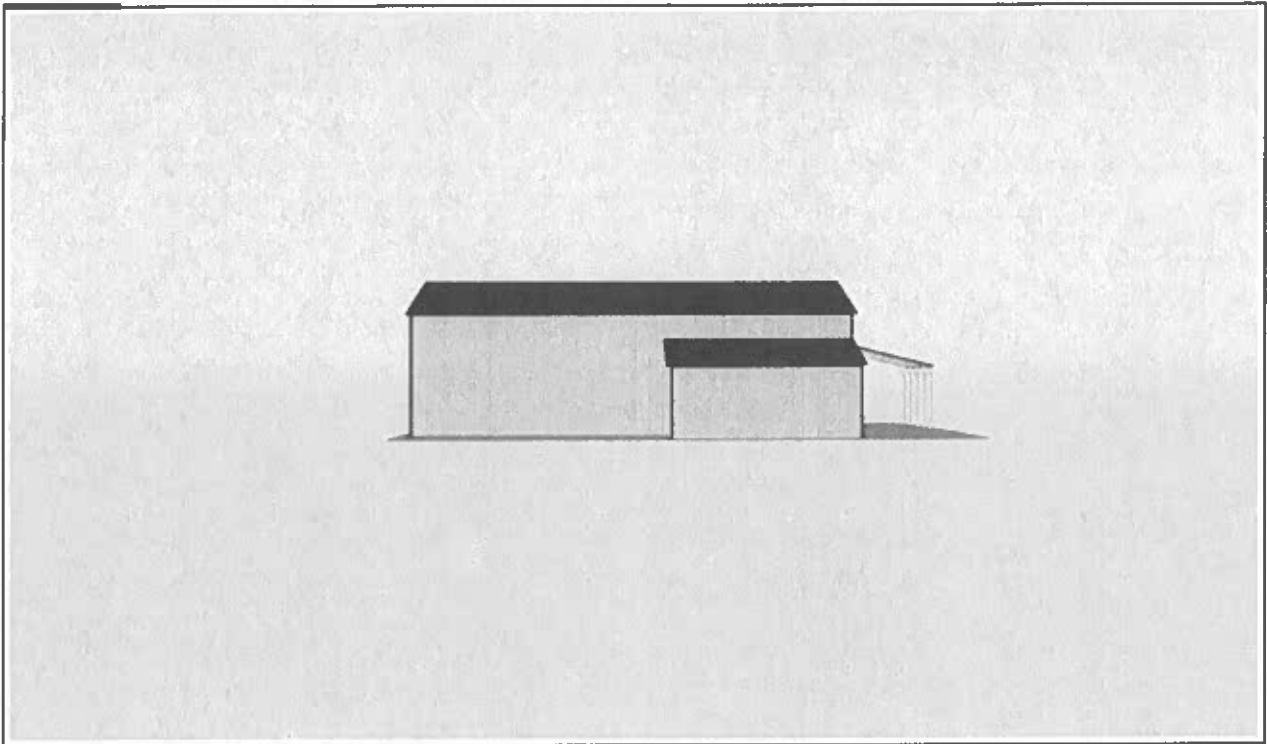
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**BUILDING VIEW**



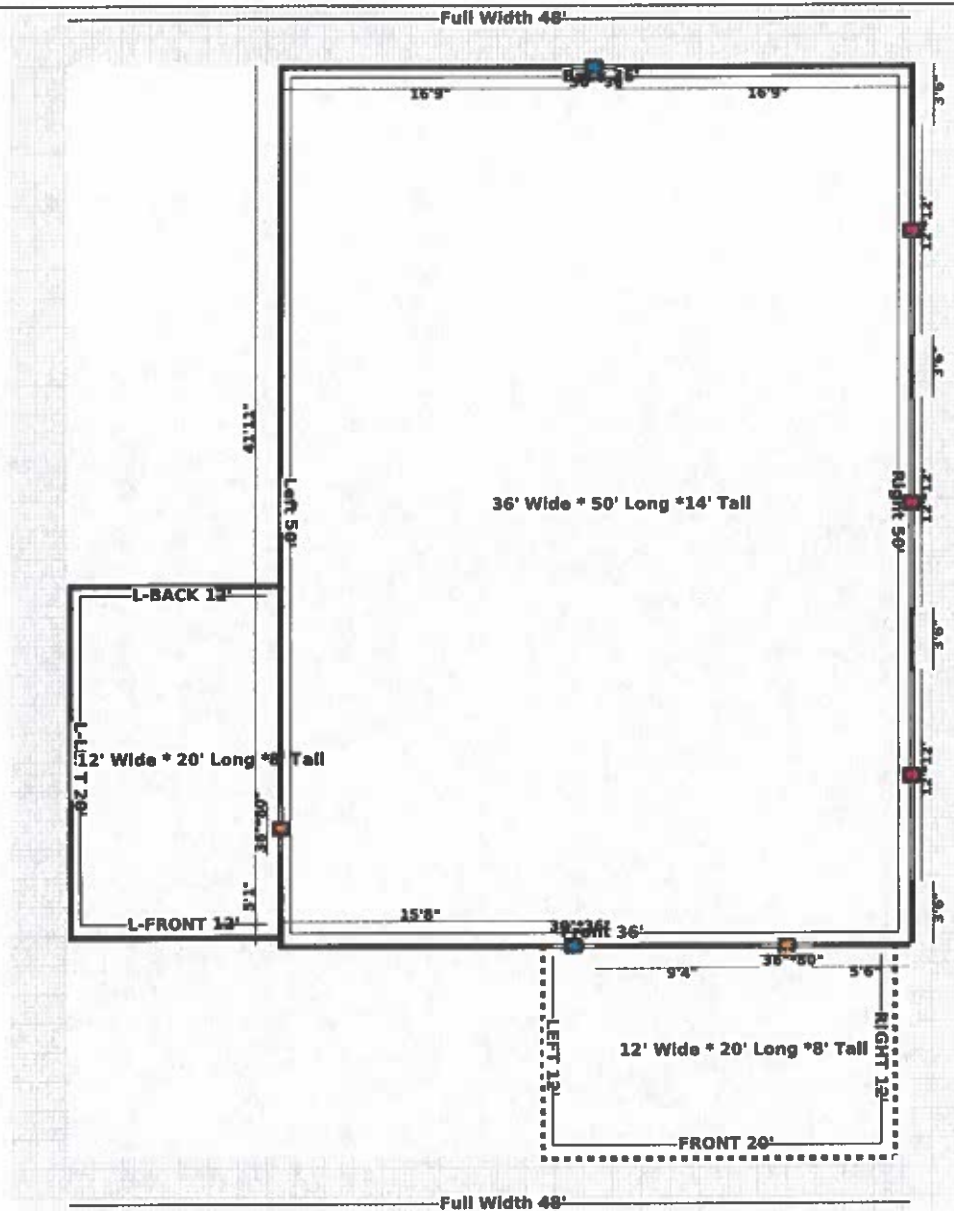
**VIEW IMAGE 3**

**BUILDING VIEW**



**VIEW IMAGE 4**

①



①



## *Jasper County Emergency Services*

*1509 Grays Hwy (P.O.B. 1509)*

*Ridgeland, SC 29936*

*Office: 843-726-7607 Fax: 843-726-7966*



*Chief Russell W. Wells, Director*

*Deputy Chief Darran Vaughn*

**Apparatus/Equipment Bay:**

**Quality Buildings:**

**R&B Metal Structures**

**Russell Wells**

**From:** dan shedman.biz <dan@shedman.biz>  
**Sent:** Tuesday, December 17, 2024 1:10 PM  
**To:** Russell Wells  
**Subject:** Fw: Here's Your Custom Design and Estimate! (#1734191556340308-1)

\$6,461.38 Dealer deposit. This is what you give me when you order it.

\$12,922.75 Wide span deposit. This is what you give them to start the order.

Total deposit- \$19,384.13

Thank you,  
Angel Nelson  
Quality Buildings  
3795 Argent Blvd  
Ridgeland, SC 29936  
843-929-9652

**From:** orders@rbmetal.com@mg.rbmetal.com <orders@rbmetal.com@mg.rbmetal.com> on behalf of orders@rbmetal.com <orders@rbmetal.com>  
**Sent:** Saturday, December 14, 2024 11:00 AM  
**To:** musicajn@msn.com <musicajn@msn.com>  
**Subject:** Here's Your Custom Design and Estimate! (#1734191556340308-1)

**R & B Metal Structures**  
979 Highway 42 South  
Jackson, GA 30233  
866-238-3501  
orders@rbmetal.com



**Customer Order - Dec 14, 2024**

Ship To							
Name <u>Angel Nelson</u>				Order # <u>1734191556340308-1</u>			
Install Address <u>3795 Argent Blvd</u>							
City <u>Ridgeland</u>			State <u>SC</u>		Zip Code <u>29943</u>		
Email <u>musicajn@msn.com</u>				Phone # <u>8439299652</u>		Mobile #	
Building Info		Size		Color		Anchoring & Site Preparation	
Style:	Widespan	50'	X	60'	X	16'	Roof Rustic Red <input checked="" type="checkbox"/>
Roof Overhang:	6"	Width	Length	Post Height	Trim:	Rustic Red <input checked="" type="checkbox"/>	Order or Estimate This is an estimate or

2





# Eagle Carports

# Order Form v.12

210 Airport Rd. Mt. Airy, NC 27030  
 Toll: 800.579.8589 Fax: 336.719.2091  
 Order submittal to orders@eaglecarports.com

**AUTHORIZ DEALER**

Dealer ID \_\_\_\_\_  
 Dealer Name **Quality Buildings**  
 Phone Number \_\_\_\_\_  
 Order Date \_\_\_\_\_

**SHIP TO**

Name **Angela Nelson**  
 Install Address \_\_\_\_\_  
 City \_\_\_\_\_ State **Select One** Zip Code **29943**  
 County \_\_\_\_\_ Email \_\_\_\_\_  
 Cell # \_\_\_\_\_ Phone # \_\_\_\_\_

BUILD	SIZE	COLOR	ANCHORING & RATING
ROOF STYLE <b>Vertical Roof</b>	<b>50</b> X <b>60</b> X <b>16</b> <small>WIDTH X FRAME LENGTH X HEIGHT</small>	ROOF <b>Select One</b>	INSTALLATION SURFACE <b>Concrete</b>
BUILDING TYPE <b>Custom</b>		SIDES/ENDS <b>Select One</b>	GROUND ANCHOR <input type="radio"/> YES <input type="radio"/> NO
FRAMING GAUGE <input checked="" type="radio"/> 14 Ga. <input type="radio"/> 12 Ga.		TRIM <b>Select One</b>	WIND'SNOW RATING <b>35/140mph</b>

**NOT MUST BE LEVEL. NO MORE THAN 3" OFF-LEVEL, AND CLEAR OF OBSTACLES OR UNIT MAY NOT BE INSTALLED.  
 EAGLE CARPORTS, INC. IS NOT RESPONSIBLE FOR STOPPING OR REPAIRING LEAKS UNDER BASE RAILS.**

Customers may incur extra labor fees if additional labor is required to install unit because of un-level surfaces, or for building over obstacles. Furthermore, inability of installation due to before mentioned circumstances could result in restocking fee.

READY FOR INSTALLATION?  YES  NO  
**NOTE: FRAMES ARE 5' ON CENTER**  
Ex: 20, 25, 30, etc.

IS YOUR SURFACE LEVEL?  YES  NO  
 ELECTRICITY AVAILABLE?  YES  NO

DESC	QTY	UNIT PRICE	PRICE	TOTALS
<b>50'x60'</b>	1	\$ 30,000.00	\$ 30,000.00	<b>SUBTOTAL</b>
<b>16'</b>	1	\$ 5,400.00	\$ 5,400.00	\$ 64,851.00
<b>Close Both Sides</b>	1	\$ 5,640.00	\$ 5,640.00	<b>TAX +</b>
<b>Close Both Ends</b>	1	\$ 10,336.00	\$ 10,336.00	8 %
<b>14'x14 Roll Up Doors</b>	3	\$ 4,000.00	\$ 12,000.00	\$ 5,188.08
<b>Side Header Bars</b>	3	\$ 300.00	\$ 900.00	<b>PRICE</b>
<b>9-Lite Door</b>	1	\$ 575.00	\$ 575.00	\$ 70,039.08
				<b>DOWN PAYMENT</b>
				15 %
				\$ 9,727.65
				<b>DISCOUNT</b>
				IF APPLICABLE
				0
				<b>TOTAL DOWN PAYMENT</b>
				\$ 9,727.65
				<b>ADDITIONAL FEES</b>
				0
				\$ 4,260.00
<b>FREIGHT \$1,260.00</b>				<b>BALANCE DUE</b>
<b>EQUIPMENT \$3,000.00</b>				0
<b>BOTH LISTED UNDER ADDITIONAL FEES</b>				\$ 64,571.43
<b>GENERIC PLANS ARE NO COST</b>				<b>CARD BALANCE DUE</b>
<b>IF SITE SPECIFICS ARE NEEDED, COST WILL START</b>				0
<b>AT \$6,500.00</b>				0

**No Cash Payments Accepted**  
 No Card Fee in:  
 CO, KS, OK, & TX

**PURCHASER AGREEMENT (SEE REVERSE SIDE FOR TERMS AND CONDITIONS)**

Eagle Carports, Inc. reserves the right to correct any balance/pricing errors. Eagle Carports, Inc. holds the right to repossess any buildings not paid in full upon installation. A labor charge will be added for any additional labor such as cutting posts to level carports, building over objects such as RV's & moving materials to remote locations, etc... Customer is responsible for pulling permits. Customer understands that all building frames are 1' shorter than roof lengths.

By signing this agreement, customer understands and agrees with all terms and conditions found on both the front and back of this document.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

With customer present at time of installation, customer will sign below to signify acceptance of unit as installed.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**Office Use:**  
 CREDIT CARD  MONEY ORDER  
 CASH/PS CHECK  OTHER

**Installer Signature:**  
 \_\_\_\_\_

2

Section	Description	Quantity	Amount
	Trim Colors: Rustic Red	1	-
	Wall Siding: White	1	-
	Rollup Doors: White	1	-
	Roof Style: A-Frame Vertical	1	-
	Roof Pitch: 4/12	1	-
	Roof Overhang: 6"	1	-
	Trusses: Widespan	1	-
	Leg Style: Ladder Legs	1	-
	Brace: Corner Brace - 60"	1	-
	Engineer Certified: Certified Risk Category 2 140 MPH WINDS (Standard)	1	-
	Leg Height: 16'	1	\$5,931.00
	Left Side: Fully Enclosed	1	\$2,595.00
	Left Side Siding: Vertical	1	-
	Right Side: Fully Enclosed	1	\$2,595.00
	Right Side Siding: Vertical	1	-
	Front End: Fully Enclosed	1	\$7,918.00
	Front End Siding: Vertical	1	-
	Back End: Fully Enclosed	1	\$7,918.00
	Back End Siding: Vertical	1	-
	<b>Rollup Doors</b>		
	14' x 13' Chain Hoist Rollup Door	3	\$5,829.00
	<b>Doors</b>		
	Walk-in Door (34" x 80")	1	\$242.00



**Signatures**

Date:

Desired Delivery Date:

Delivery Notes:

Dealer or Manufacturer Signature:

Date:

**TERMS, CONDITIONS AND WARRANTIES**

**No Agency:** The dealer responsible for placing this order is not an agent of R&B Metal Structures, Inc. ("Seller"). The dealer is solely granted the express and limited authority to collect the deposit on any purchased structure. Seller has the right to correct any errors made by individual dealers concerning pricing or taxes. No agreements, representations, warranties, or communications, whether oral or written, made by the dealer shall be binding upon Seller unless said agreement, representation or warranty is in writing and signed by Seller. Refund policies of deposits are at the sole discretion of the dealer.

**Acceptance/Rejection of Order and Cancellation of Contract:** All orders are subject to approval by Seller before they become a binding contract. Upon approval, Buyer may request an invoice number within 48 hours of Seller's receipt of said order. At any time prior to the installation of the structure, Seller expressly reserves the right to reject this contract by written notice to the Buyer. Upon giving such notice, Seller will refund any deposit received from buyer. Buyer agrees that such refund shall be the buyer's sole and exclusive remedy for any alleged damages resulting from such cancellation. The buyer hereby expressly waives, surrenders, and relinquishes any and all claims, affirmative defenses and equitable defenses resulting from the cancellation of this contract prior to installation of the structure. In the event buyer cancels this contract prior to installation, buyer expressly consents to the forfeiture of their deposit and/or additional payments to be retained by Seller as liquidated damages for buyer's termination of this contract. This provision shall be in addition to any legal or equitable right the Seller may have for a breach of this agreement by Buyer and shall not serve as a waiver or be the exclusive remedy of Seller upon a breach by Buyer.

**Buyer's Responsibilities and Indemnification:** Prior to installation of the structure, buyer shall obtain all relevant, necessary and required permits or other authorization required by local, state or federal agencies and the approval of any homeowner's association for the lawful erection of the structure on the site designated by the buyer. If the buyer fails to obtain any necessary or required permit/authorization, said failure voids any and all warranties otherwise applicable to the structure. Seller shall install the structure on the site designated by the buyer upon the property specified on the face of this contract. However, should the Seller deliver the unassembled structure and installation is not completed due to the buyer's failure to comply with this contract or by failure to prepare the site, Seller may, in its sole discretion, terminate this contract and retain the buyer's deposit as liquidated damages for the buyer's breach. Buyer shall fully defend, indemnify and hold Seller harmless from and against, any and all liquidated or actual damages, including but not limited to Seller's reasonable and necessary attorneys' fees, resulting from a failure to obtain all relevant, necessary and required permits or other authorization required by local, state or federal agencies and the approval of any homeowner's association for the lawful erection of the structure on the site designated by the buyer.

**Site Preparation:** Buyer expressly acknowledges and agrees to comply with Seller's site preparation requirements. Seller's requirements are as follows: a) the site for the structure must be level; b) the buyer must remove all electrical wires located less than ten (10) feet above the intended height of the structure; c) the buyer must remove all underground utility lines within the structure site; d) the buyer must mark all underground utility lines within twenty (20) feet of the structure's intended footprint. In addition to the site preparation requirements, buyer agrees to provide a clear right of way and an unimpeded work space for the erection of the structure. Seller may, in its sole discretion, determine that the site is not properly prepared or is unsafe for erection of the structure. Upon a determination that the site is not suitable to begin erection of the structure, Seller reserves the right to terminate this contract. In the alternative, buyer gives Seller the authority to make improvements reasonably necessary for the erection of the structure. Any work done by the Seller to finish site preparation shall be completed at a pre-negotiated rate, determined by an authorized representative of Seller. **Buildings installed, at the insistence of the buyer, on unlevel, temporary or makeshift foundations shall void any and all warranties and be accepted AS IS by buyer.**

**Scheduling Delivery and Installation:** Seller will make a good faith effort to deliver and erect the structure within sixty (60) days of Seller's execution of this contract and will notify buyer five to ten (5-10) days prior to delivery. Any special delivery requests of the buyer must be presented to the Seller in writing before the erection of the structure has been scheduled.

**Change Orders:** No change, modification, or alteration in the structure or its specifications are binding upon Seller unless said change, modification or alteration is requested by the buyer by written change order which has been approved by Seller. Buyer hereby expressly consents to the change in price which may result from any approved change, modification or alteration.

**Warranty:** Visit [www.randbmetalstructures.com/warranty](http://www.randbmetalstructures.com/warranty) for more information

**Payment Terms:** Buyer agrees to pay the purchase price of the structure in full at the time of installation, including any increase due to buyer's change orders. If any payment made by buyer is dishonored for any reason, the remaining unpaid balance on the structure shall bear interest at the rate of one and one-half (1.5%) percent per month until paid in full. In the alternative, and at Seller's sole discretion, failure to pay the purchase price

# FLOOR PLAN