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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 (Ordinance #08-17)

To participate in a **Public Hearing for a specific agenda item**, email written public comments to comments@jaspercountysc.gov by 1:00PM on Monday, March 3, 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



JASPER COUNTY COUNCIL
**COUNCIL WORKSHOP AND
MEETING**

City of Hardeeville City Hall
205 Main Street, Hardeeville, SC. 29927
Monday, March 3, 2025
AGENDA

5:00 PM – Workshop:

Call Workshop to Order - 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.

- FILOT Agreement Project Salmon Ordinance # **O-2025-04**
- Code Enforcement
- Chapter 2 of the Code of Ordinances (Councilman Kemp)

Adjourn workshop.

6:00 PM – Meeting:

1. Call the Meeting 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:

PROCLAMATION

5. None

PRESENTATION

6. [Danny Lucas](#) – Volunteer Park Baseball Fields Update.

7. [Chairman Kemp's comments](#):

CITIZEN COMMENTS

8. 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.

RESOLUTIONS

9. [David Tedder](#) - Consideration of Resolution [#R-2025-14](#) for the retention of services from Finger, Melnick, Brooks & LaBruce, P.A.

10. [Wanda Giles](#) – Consideration of Resolution [#R-2025-16](#) to approve the appointment of Mr. Randy Waite to the Jasper County Planning and Appeals Commission.

11. [Kimberly Burgess](#) –[Public Hearing](#) and Consideration of Resolution [#R-2025-17](#) of Jasper County Council Pursuant to Section 2-415 of the Jasper County Code of Ordinances regarding Jasper County SC 250 Committee's Request to Fund Landscaping Related Improvements at the Thomas Heyward Cemetery Site, Authorizing the County Administration to Accept the Submitted Bid for such Improvements, and Matters Related Thereto.

12. [Chairman Kemp](#) – Consideration of Resolution [#R-2025-18](#) to approve the appointment of Councilman Rowell as a new board member to the Southern Lowcountry Regional (SOLOCO) Board.

13. [Chairman Kemp](#) – Consideration of Resolution [#R-2025-19](#) to approve the appointment of Councilman Rowell to the Local Area Transportation Study (LATS) Board.

14. **Chairman Kemp** – Consideration of Resolution [#R-2025-20](#) to approve the appointment of Chairman Kemp as an Ex-Officio Member to the Technical College of the Lowcountry Board.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

15. **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 the 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)

16. **David Tedder** – **Public Hearing** and consideration of the [2nd Reading](#) of Ordinance [#O-2025-05](#) 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) (*1st reading 02.18.2025*)

17. **Lisa Wagner** – Consideration of [1st Reading](#) of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer two properties located at 345 Gassie Orr Road, bearing Jasper County Tax Map Numbers 020-00-03-006 and 020-00-03-102 from the Rural Preservation Zoning District to the Residential Zoning District on the Jasper County Official Zoning Map.

18. **Lisa Wagner** – Consideration of [1st Reading](#) of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 139 Hartwell Avenue, bearing Jasper County Tax Map Number 080-03-00-019 from the Mixed Business Zoning District to the General Commercial Zoning District on the Jasper County Official Zoning Map.

19. **Lisa Wagner** – Consideration of [1st Reading](#) of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 594 Stokes Bluff Landing Road, bearing Jasper County Tax Map Number 003-00-01-009 from the Rural Preservation and Residential Zoning District to the Residential Zoning District on the Jasper County Official Zoning Map.

20. **Lisa Wagner** – Consideration of the [3rd Reading](#) of Ordinance [#O-2025-04](#) to Amend Article 2.1.1 of the Jasper County Land Development Regulations, *Exempt Subdivision*, limiting the number of parcels that can be subdivided from a single parcel of land when using the State’s exemption, to 4 individual parcels; to define an existing street and existing easement; Invoking application of the Pending Ordinance Doctrine; and other matters related thereto. (*1st reading 12.02.2024; Public Hearing and 2nd reading 01.06.2025*)

21. **Administrator’s Report:**

CONSENT AGENDA

22. Approval of the Minutes

23. Councilmember Comments and Discussion:

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:

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim –[Threatened or Potential Claim Litigation Freedom of Information Act \(FOIA\)](#)

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@jaspercourtysc.gov no later than 48 hours prior to the scheduled meeting

WORKSHOP ITEMS

JASPER COUNTY COUNCIL
AN ORDINANCE TO DEFINE NON-CONFLICTING ADMINISTRATIVE
DUTIES FOR THE COUNTY COUNCIL CHAIRMAN AND TO ESTABLISH
ADDITIONAL COMPENSATION FOR THE POSITION OF COUNCIL CHAIRMAN
FOR EXECUTING THE DUTIES ASSIGNED.

THE JASPER COUNTY COUNCIL HEREBY MAKES THE FOLLOWING FINDINGS OF
FACT:

1. Under Section 4-9-100 of Title 4, Chapter 9 of the South Carolina Code of Laws (1979) as amended with revisions through 1994, the County Council may by passage of an Ordinance, assign additional administrative duties to a County Council Chairman and may pay additional compensation as the Council may provide. The additional compensation becomes effective with the passage of the Ordinance.
2. The Chairman of a County-Administrator form of government may not be given additional duties which conflict with duties County Officials. 1975-77 Op. Atty. Gen., No. 77-50.
3. Jasper County is entering a period of unprecedented growth which places County Council in a position of planning for the policy management for said growth. County Council in order to effectuate the policies and ordinances needs a member of Council, the County Council Chairman, to devote time equivalent to that of a staff employee to attending agency meetings, official meetings of boards and commissions and other functions which produce information and facts necessary for Council to make policy decisions.
4. Jasper County Council needs up-dates and reports from the Chairman on matters of development opportunities in the county as they relate to duties assigned to the Chairman.
5. The Jasper County Council is currently faced with major capital improvement projects including detention facilities and office/courthouse facilities. The Chairman as County Council's representative participate with the Administrator in devising a program for providing these facilities.

NOW THEREFORE BE IT ORDAINED BY THE JASPER COUNTY COUNCIL THE CHAIRMAN OF THE JASPER COUNTY COUNCIL BE ASSIGNED THE FOLLOWING SPECIFIC DUTIES AND TO BE PROVIDED WITH COMPENSATION FOR SAID ADDITIONAL DUTIES AS HEREIN PROVIDED;

- I. The Chairman will devote the time necessary to:
 - A. Attend, participate and report on meetings of the Jasper County Development Board.
 - B. Attend, participate and report on meetings of the Jasper County Planning Commission.

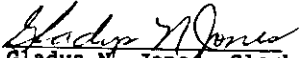
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- C. Attend, participate and report on meetings and activities of The Beaufort/Jasper Water, Sewer Authority.
- D. Establish, attend and report on joint county issues with Beaufort County.
- E. Coordinate, with the County Administrator, efforts to develop adequate detention facilities.
- F. Coordinate, with the County Administrator, efforts to plan and develop adequate court and office facilities.
- G. Keep abreast of local government issues on a statewide basis and report to Council the need for participation by Jasper County Council in efforts to protect the autonomy of Local Government.
- H. To coordinate, with the County Administrator, development contracts and agreements with major development interest.
- I. To continue to carry out the normal duties of Chairman.

II. The Chairman will be compensated for accepting the additional duties and responsibilities and for devoting the time necessary to effectively participate and report to county council, in the amount of Seventeen Thousand Dollars per annum in addition to the current compensation of Sixty Four Hundred Dollars per annum. Said additional compensation will be effective beginning the calendar year of 1995 and ending December 31, 1995.

County Council shall evaluate the additional compensation for the Chairman on an annual basis and shall by resolution on the first meeting of each calendar year, approve the continuation of said compensation for an additional calendar year or to discontinue said compensation.

ATTEST:


Gladys W. Jones, Clerk

DATE: May 15, 1995

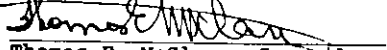
First Reading April 18, 1995
Second Reading May 1, 1995
Third Reading May 15, 1995

APPROVED BY:


Danny McKenzie, Chairman


Jessie L. Cleland, Councilman


Leroy Sneed, Councilman


Thomas E. McClary, Councilman

- CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE II. - COUNTY COUNCIL
DIVISION 1. GENERALLY

DIVISION 1. GENERALLY

Sec. 2-31. Composition; residency of members.

The Jasper eCounty Council shall consist of five members elected at-large; provided, that each member of the council shall be a resident from one of the four townships of the county and one member shall have no residency requirement.

(Ord. of 6-25-76(1))

State law reference(s)—Membership of council, S.C. Code 1976, § 4-9-610.

Sec. 2-32. Duties and compensation of ~~chairman~~ chairperson.

- (a) *Duties.* The ~~chairman~~ chairperson will devote the time necessary to:
- ~~(1) Attend, participate and report on meetings of the county development board. —~~
 - ~~(1)(2) Attend or appoint a liaison to, participate and report on meetings of the county planning commission.~~
 - ~~(2)(3) Attend or appoint a liaison to, participate and report on meetings and activities of the Beaufort/Jasper Water, and Sewer Authority.~~
 - ~~(3)(4) Establish, attend or appoint a liaison and report on joint county issues with Beaufort County.~~
 - ~~(4) Establish and attend and report on county issues with Jasper Municipalities~~
 - ~~(5) Coordinate, with the county administrator, efforts to develop adequate detention facilities. —~~
 - ~~(6) Coordinate, with the county administrator, efforts to plan and develop adequate court and office facilities. —~~
 - ~~(7) Keep abreast of local government issues on a statewide basis and report to council the need for participation by the county council in efforts to protect the autonomy of local government. —~~
 - ~~(8) To coordinate, with the county administrator, development contracts and agreements with major development interest. —~~
 - ~~(5)(9) To continue to carry out the normal duties of chairperson -chairman.~~
- (b) *Compensation.* ~~The chairman will be compensated for accepting the additional duties and responsibilities and for devoting the time necessary to effectively participate and report to county council, in the amount of \$17,000.00 per annum in addition to the current compensation of \$6,400.00 per annum. Such additional compensation will be effective beginning the calendar year of 1995 and ending December 31, 1995. County council shall evaluate the additional compensation for the chairman on an annual basis and shall by resolution on the first meeting of each calendar year, approve the continuation of such compensation for an additional calendar year or to discontinue such compensation.~~
- The chairperson's compensation will be the same as a council person. To compensate for the additional duties and responsibilities the chairperson will receive an additional stipend of one thousand dollars per annum. The Council may change the stipend by resolution at the first meeting of the calendar year
- (c) At its initial meeting in January, the council shall elect one of its members to serve as chairman for a term of one year. So long as the chairman remains a member of the county council in good standing, he or she shall serve as chairman until a successor is selected in accordance with these rules. The chairman shall preside at all meetings of the council. The chairman, on behalf of the council, will execute all ordinances, resolutions, directives, deeds, bonds, contracts and other official documents unless execution is otherwise directed by ordinance or other council action. The chairman shall also have such other duties and perform such other functions as these rules specifically set forth or as the council specifically directs. If the office of the chairman becomes vacated, the vice-chairman shall immediately become chairman.

Ord. of 5-15-95, §§ I, II)

Sec. 2-3433. "At will" employment policy.

- (a) All employees of the county are employed "at will" and may resign or be discharged from employment at any time.
- (b) Only county council shall have the right to enter into contracts for other than "at will" employment on the county's behalf and that any contract for other than "at will" employment must:
 - (1) Be in writing
 - (2) Be executed by the council
 - (3) Specify the duration of the employment; and
 - (4) Specifically state that the contract is being created pursuant to the council's authority under this section.

(Ord. No. 04-16, 8-16-04)

~~Editor's note(s)—Ord. No. 04-16, adopted Aug. 16, 2004, was not specifically amendatory of the Code and has been included as § 2-33 at the discretion of the editor.—~~

Sec 2-33 County Council Salary and Reimbursement

- (a) Each Council member must receive \$16,463.00 per annum
- (b) Salary must be divided into 26 equal reimbursement with payment to follow County Rules
- (c) Benefit- Members of the Council will be governed by the current employee manual as it pertains to benefits
- (d) Expenses for members will be limited to travel outside of Jasper County. It must be paid at the IRS rates listed for travel.

Sec. 2-33A. Duties and election of chairman.—

At its initial meeting in January, the council shall elect one of its members to serve as chairman for a term of one year. So long as the chairman remains a member of the county council in good standing, he or she shall serve as chairman until a successor is selected in accordance with these rules. The chairman shall preside at all meetings of the council. The chairman, on behalf of the council, will execute all ordinances, resolutions, directives, deeds, bonds, contracts and other official documents unless execution is otherwise directed by ordinance or other council action. The chairman shall also have such other duties and perform such other functions as these rules specifically set forth or as the council specifically directs. If the office of the chairman becomes vacated, the vice chairman shall immediately become chairman.—

(Ord. No. 08-17, § 2, 6-2-08)

Sec. 2-34-33B A. Duties and election of vice chairman.

At its initial meeting in January, the council shall elect one of its members to serve as vice ~~chairman~~ **chairperson** for a term of one year. The vice ~~chairman~~ **chairperson** shall preside at meetings of the council when the chairman is absent or unable to preside. In the absence or disability of the ~~chairperson~~ **chairman** or in the event the office of the chairman should be vacant, the ~~vice chairman~~ **vice chairperson**, on behalf of the council, will execute all ordinance, resolution, directive deeds, bonds, contracts and other official documents unless execution is otherwise directed by ordinance or other council action. If the office of vice chairman becomes vacant, council, at the next meeting following the occurrence of the vacancy, shall choose one of its members to serve as vice chairman for the remainder of the term.

(Ord. No. 08-17, § 2, 6-2-08)

Sec. 2-33B C. Duties and identification of chairman pro tempore.

If at any time both the ~~chairperson chairman~~ and the vice ~~chairperson chairman~~ are absent or vacancies exist in both offices, ~~the remaining the~~ council member must be elected by a simple majority and ~~with the most years of uninterrupted service on the council~~ shall serve temporarily as ~~chairperson chairman~~ until ~~a new chairman can be elected or~~ until the existing ~~chairperson chairman~~ (or vice ~~chairperson chairman~~) is able to resume ~~his~~ their duties. ~~If this occurs due to vacancies, a new election of chairperson must occur when said vacancies are filled.~~

(Ord. No. 08-17, § 2, 6-2-08)

STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE # 0-2013-_____

AN ORDINANCE OF JASPER COUNTY COUNCIL

TO: update the Jasper County Sc Code of Ordinances, Chapter 2-Administration, Article II-County Council, Division 1-Generally

WHEREAS, The Jasper County Council should periodically review County Ordinances for relevance and adjustment.

WHEREAS, That a Jasper County relies on Ordinances to operate the Council and the governing of Jasper County.

WHEREAS, THE Jasper County Council realizes Ordinances may become out of date, no longer valid or may need enhancement.

WHEREAS, Jasper County Council believes this ordinance reflects the current workings of the Council and is designed to reflect these changes.

NOW THEREFORE, BE IT ORDAINED, by the Japer County Duly assembled and by the authority of the same.

1. Section 2-31, Composition; residency of members, change to the County Council must consist of five members. As described in Ordinance 0-2022-01, each district must be entitled to have one of it's residents elected by at-large county wide voting. The fifth member must be elected at-large without a district requirement. All members must be a legal resident of Jasper County.
2. Section 2-32 (A) Duties and Compensation of Chairman.
 1. Change title to chairperson
 2. 2-32 (A) (1) (2) (3) ad after attend the following wording "OR APPOINT A LIAISON TO"
 3. 2-32 (b) Compensation. delete the current wording and replace with The chairperson's compensation will be the same as a council person. To compensate for the additional duties and responsibilities the chairman will receive an additional one thousand dollars per annum. The Council may change this by resolution at the first meeting of the calendar year

4. Add Section 32 (c) wording: At its initial meeting in January, the council shall elect one of its members to serve as chairman for a term of one year. So long as the chairman remains a member of the county council in good standing, he or she shall serve as chairman until a successor is selected in accordance with these rules. The chairman shall preside at all meetings of the council. The chairman, on behalf of the council, will execute all ordinances, resolutions, directives, deeds, bonds, contracts and other official documents unless execution is otherwise directed by ordinance or other council action. The chairman shall also have such other duties and perform such other functions as these rules specifically set forth or as the council specifically directs. If the office of the chairman becomes vacated, the vice-chairman shall immediately become chairman. (Ord. No. 08-17, § 2, 6-2-08) Created
3. Section 2-33 "At will" employment policy, to be renumbered to Section 2-34 and 2-33 will now be County Council Compensation
 - 1.
 - 4.
5. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances must, for any reason be held to be invalid or unconstitutional. The invalid section, clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance: and is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.
6. This ordinance must take effect upon approval by Council.

I. Martin Sauls. IV, Chairman

Attest

Wanda Simmons, Clerk to Council

Ordinance 0-2023-_____

First Reading:

Public Hearing:

Second Reading:

Third Reading:

Adopted:

Reviewed for form and draftsmanship by Jasper County Attorney,

David L. Tedder

Date

AGENDA

ITEM # 6



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

AGENDA

ITEM # 7

AGENDA

ITEM # 8

AGENDA

ITEM # 9

**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 3rd DAY OF MARCH, 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



PROPOSAL FOR REPRESENTATION

Request for Legal Services

MARCH 3, 2025



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 an 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.



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

It is our understanding that Jasper County (“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 current 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 potential 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 amendments to the Ordinance would be focused on (i) clarifying the distinct roles of different Code Enforcement personnel (e.g., building inspectors, zoning and planning officers, fire marshals, animal control officers, etc.) and allocating investigatory and/or enforcement responsibilities over certain portions of the Ordinances to those best equipped to address; (ii) enhancing the enforcement capabilities of the County under the existing Ordinances; and (iii) ensuring that these limited portions of the Ordinances are legally sound and compliant with South Carolina law governing code enforcement. The proposed amendments would not include substantive or fundamental changes to the underlying Ordinances (i.e., modifying what conduct constitutes a violation of the Ordinances). For example, this specific project may recommend Ordinance revisions regarding which County personnel is primarily responsible for animal control matters but will not include revisions to the animal control ordinances that may otherwise be recommended (e.g., running at large laws). The Firm will assist the Administration and staff with drafting any documents necessary for County Council’s approval of the amended Ordinances, including memorandums and ordinances for agendas. The scope of services for this project *does not include* attending workshops, 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 as described in the above paragraph. Please note if additional services are requested that are not included in the scope of services described herein, then the requested additional services will be invoiced at an hourly rate as stated in the Section below. Specifically, if the County requests for our attorneys to attend workshops, committee meetings or County Council meetings the hourly rates below will apply.

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 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 (<i>of counsel</i>)	\$300.00/hr	\$425.00/hr
Arthur F. Andrews (<i>of counsel</i>)	\$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 for a specific scope of services but if any additional services are requested in writing by the County, then the above rates will apply.

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.

AGENDA

ITEM # 10

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2025-16

RESOLUTION OF JASPER COUNTY COUNCIL

**APPOINTING A MEMBER TO THE JASPER COUNTY COUNCIL
PLANNING COMMISSION**

WHEREAS, Jasper County established the Jasper County Planning Commission pursuant to Jasper County Code of Ordinances, Chapter II, Article IV, Division I under Section 2-77 “Standing boards and commission and special committees established,” and created set terms to provide for a staggering of terms of the members; and

WHEREAS, at this time a vacancy currently exists on the Jasper County Planning Commission as a result of the resignation of Brent Robinson, whose term is set to expire on December 31, 2027; and

WHEREAS, the Jasper County Council desires to appoint Randy Waite as the new member to the Jasper County Planning Commission to fulfill the remainder of the unexpired term of Mr. Robinson;

NOW, THEREFORE, BE IT RESOLVED THAT Randy Waite is hereby appointed by the Jasper County Council to serve on the on the Jasper County Planning Commission for the remainder of the 4-year term of Mr. Robinson, which expires December 31, 2027, such appointment to be effective as of 03.03.2025.

ADOPTED THIS THE 3rd DAY OF March, 2025, and effective immediately,

by Jasper County Council duly assembled.

SIGNATURE PAGE TO FOLLOW

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

AGENDA

ITEM # 11

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2025-17

**A Resolution of Jasper County Council Pursuant to Section 2-415
of the Jasper County Code of Ordinances Regarding Jasper County
SC 250 Committee’s Request to Fund Landscaping Related
Improvements at the Thomas Heyward Cemetery Site, Authorizing
the County Administration to accept the Submitted Bid for Such
Improvements, and Matters Related Thereto.**

WHEREAS, the Jasper County 250 Committee (JC250), a local committee, was recognized and approved by the Jasper County Council by Resolution Number R-2023-04, and as such is subject to the Jasper County Purchasing and Contracting Ordinance (Article V of the Code of Ordinances), and is seeking County Council approval of the procurement of certain landscaping improvements; and

WHEREAS, JC250 has obtained funding (“the State Grant”) from the South Carolina American Revolution Sestercentennial Commission (“SC250”) for a site grant enhancement project to make more accessible and beautify the tomb of Thomas Heyward, Jr., a signer of the Declaration of Independence which also includes an area of the Old House Plantation site (together, the “Project Site”), which will necessitate the appropriation of matching funds in the amount of \$11,000 dollars from Jasper County and the administration of the State Grant in accordance with the directives of the Grant; and

WHEREAS, JC250 has studied the Project Site, created plans for improvements, and sought three bids for the selected improvements and landscaping, (“Site Improvements”), as more particularly described in the bid documents, with the bids being as follows:

- | | |
|----------------------------------|-------------------|
| 1. Southern Palmetto Landscaping | \$ 36,376.38 |
| 2. LowCo Pools and Outdoors | \$ 36,403.00 |
| 3. The Greenery, Inc. | \$ 65,039.43; and |

WHEREAS, installation of the Project Site improvements is time sensitive, due to upcoming events, including the May 2nd and 3rd, 2025 living history and rededication event at the site, the need to visibly separate the Project Site from the homes of adjacent residents, the approach of the growing season with the end of winter, and the need to complete the improvements before the parking area for the Project Site can be established, all of which create unusual and extraordinary

circumstances; and

WHEREAS, the SC250 Commission Site Advisors have designated the Site Improvements as a primary request and project; and

WHEREAS, the quotation for the planting and landscaping services exceeds the county administrator's contracting/purchasing authority up to \$25,000 as provided in Section 2-404 of the Jasper County Code of Ordinance; and

WHEREAS, normal bidding procedures would likely delay the procurement and installation of the Site Improvements beyond the date desired to begin the celebrations of the 250th anniversary events already scheduled; 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, it is the opinion of the Jasper County 250 Committee Chairperson, Earl Cooler, and the chief purchasing officer with the concurrence of the county administrator, that the circumstances set forth above have created unusual and extraordinary circumstances that could justify the application of Section 2-415 for the immediate procurement of the planting and landscaping services quotation provided by Southern Palmetto Landscaping, such being important to the preparation and operations of Thomas Heyward/Old house site; and

WHEREAS, funding provided by SC250 through the State Grant and the appropriation of \$11,000.00 from Jasper County is adequate to complete the Site Improvements pursuant to the lowest bid submitted by Southern Palmetto Landscaping; and

WHEREAS, County Council has conducted a public hearing on this matter on March 3, 2025;

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same, based upon the foregoing recitals which are hereby adopted and incorporated into this Resolution as findings, that Jasper County Council hereby is of the belief and finds that unusual and extraordinary circumstances exist to justify the use of Section 2-415 of the code of Ordinances to procure the materials and services as set forth in the

Southern Palmetto Landscaping proposal, not to exceed \$36,500.00, with funding from the State Grant and \$11,000.00 from the Jasper County Local Accommodations and Local Hospitality Taxes; 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 Project Site, as well as such documents as may be necessary to accept, receive, administer, account, and disburse the funds provided under the State Grant for this Project; and

SIGNATURES FOLLOW

This Resolution No. R- 2025- 17 made this _____ day of, 2025.

John Kemp, Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder **Date**



LowCo Pools & Outdoors

Smittie Cooler

(843) 226-0221

escoolerjr@gmail.com

ESTIMATE	#3125
ESTIMATE DATE	Jan 27, 2025
EXPIRATION DATE	Jan 31, 2025

CONTACT US

1 Marina Boulevard Dr
Beaufort, SC 29902

(843) 521-7747

lowcooutdoors@gmail.com

ESTIMATE

Plant Cost

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as \$535.44/mo*. Your credit score will not be affected.

Materials	qty	amount
Camellias - 30 gallon	37.0	\$15,725.00
10 Camellia Japonica White		
10 Camellia Japonica Red		
17 Camellia Sasanqua Pink		
Saw Palmetto - 7 gallon	15.0	\$1,470.00
Indica Azalea - 7 gallon	39.0	\$2,418.00
George Tabor Indica Azalea		
DD Blanchard Magnolia - 12'-14' 30 gallon	13.0	\$5,070.00
(optional larger 45g available for (\$550 each)		

Materials subtotal: \$24,683.00

Subtotal \$24,683.00

Tax (State & Local 7%) \$0.00

Total \$24,683.00

Plant Installation

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as \$254.24/mo*. Your credit score will not be affected.

Services	qty	unit price	amount
Plant Installation	1.0	\$11,720.00	\$11,720.00

Installation of 50 / 30gallon plants & installation of 54 / 7gallon plants.

All plants installed will have the soil amended with compost and installed with a slow release fertilizer.
- 2 cubic yards of compost plant mix

Watering Bags for magnolias and tree staking included

Price reflects material and equipment acquisition, machinery, labor to install, and typical waste coverage.

Services subtotal: \$11,720.00

Subtotal \$11,720.00

Tax (State & Local 7%) \$0.00

Total \$11,720.00

Terms and Conditions

1. General Information

The following terms and conditions apply to all work performed by LowCo Outdoors LLC and LowCo Pools LLC (collectively referred to as "the Contractor"). The Client/property owner agrees to be bound by these terms upon

entering into a contract with the Contractor.

2. Plant Guarantee

The Contractor guarantees all plants supplied and installed by our company for one year, provided they are maintained under an automated irrigation system and a continuous maintenance agreement with LowCo Outdoors LLC. This guarantee excludes losses caused by abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freezing, neglect, or Acts of God.

3. Exclusions

The Plant Guarantee explicitly excludes transplanted materials, annuals, flowers, plants in pots or planters, and all types of sod.

4. Deer Damage

Damage or loss of plants caused by deer is not covered by any guarantee, expressed or implied. While The Contractor strives to use deer-resistant materials, we cannot be held responsible for any resulting damage due to changing deer habits or population increases.

5. Tree Work

Tree stumps from removals will be cut to approximately 12 inches above ground level. Stump grinding or removal is not included unless explicitly stated in this proposal. Wood from tree removals will be left on-site in firewood-length pieces (approximately 16–24 inches), unless otherwise specified. Splitting, moving, or hauling wood or wood chips will only be performed if explicitly included in the proposal.

6. Utility Locates

Prior to project commencement, the Client/property owner is responsible for contacting 811 for public utility marking and ensuring private utilities are located and marked. The Contractor is not liable for damage to underground irrigation lines, wiring, pipes, utilities, invisible fencing, or lighting systems that are unmarked or improperly marked.

7. Pool Construction Warranty

LowCo Pools LLC warrants that all pool construction work will be completed in a workmanlike manner and in accordance with applicable building codes and industry standards. The warranty period for structural integrity is one year from the date of project completion. This warranty excludes damage caused by ground movement, improper maintenance, neglect, chemical imbalance, Acts of God, or modifications made by unauthorized parties.

8. Fiberglass Pool Warranty and Supplier Responsibility

LowCo Pools LLC installs fiberglass pools supplied by Alaglas Swimming Pools. All fiberglass pools are warranted to meet the manufacturer's specifications at the time of installation. Any issues arising with the fiberglass pool shell, including but not limited to structural defects, cracking, or delamination, are exclusively covered under the manufacturer's warranty provided by Alaglas Swimming Pools. LowCo Pools LLC expressly disclaims any responsibility for warranty claims or related expenses. The Client/property owner agrees to resolve all warranty claims directly with Alaglas Swimming Pools.

9. Pool Shell and Ground Movement

Fiberglass pools are designed to remain structurally sound under typical soil conditions. LowCo Pools LLC is not responsible for damage resulting from soil instability, ground movement, improper site preparation, groundwater pressure, or failure to maintain adequate water levels in the pool. The Client/property owner is responsible for providing a stable and properly prepared site as outlined in the contract.

12. Tile and Coping Installation

LowCo Pools LLC installs tile and coping to industry standards. Natural stone and other materials may have inherent variations in texture, color, and porosity, which are not defects. Efflorescence, cracking, or discoloration caused by environmental factors or improper maintenance is excluded from warranty coverage.

13. Access to Jobsite

The Client/property owner must provide necessary utilities and access to all jobsite areas during normal business hours or as otherwise agreed. The Contractor will perform work as reasonably practical after site access is provided.

14. Excavation

The Contractor uses machinery for excavation and material transport. Despite the expertise of our operators, ground disturbances outside the project scope may occur. The Client/property owner agrees to hold The Contractor harmless for such disturbances. Repairs will be made at industry-standard rates if needed.

15. Disclaimer

This proposal is based on a ground-level visual inspection conducted at the time of estimation. Pricing reflects visible conditions at that time. The Contractor is not responsible for additional costs or damages resulting from unforeseen or hidden conditions not identified during the inspection. The Contractor is not liable for design defects or incidents resulting from such defects. Professional engineering or certified landscape architectural design services are not included. The Client/property owner assumes responsibility for obtaining and paying for any required design services from licensed professionals.

16. Promotional Clause

The Client grants the Contractor irrevocable and unrestricted rights to use photographs of the completed work for editorial, advertising, educational, or other purposes in any medium. The Contractor retains copyright over these images, and the Client waives claims to profits arising from their use.

17. Change Orders

All change orders requested during the project will result in a temporary halt to work until the change order is agreed upon and paid in full by the Client/property owner.

18. Job Deposits

Job deposits are immediately allocated toward material acquisition, personnel assignment, and scheduling. As such, all job deposits are non-refundable.

19. Pool Maintenance and Care

The Client/property owner is solely responsible for regular pool maintenance and chemical balancing. Failure to maintain proper water chemistry and care may void applicable warranties and lead to issues for which LowCo Pools LLC will not be held responsible.

20. Permits and Compliance

The Contractor will obtain necessary permits as outlined in the contract. Compliance with local building codes is limited to the scope of work performed by the Contractor. The Client/property owner is responsible for ensuring compliance for any work or modifications outside of the Contractor's scope.

21. Indemnification

The Client/property owner agrees to indemnify and hold harmless The Contractor, as well as their employees and subcontractors, against any claims, damages, or expenses resulting from actions outside the Contractor's control, including but not limited to negligence, misuse, or failure to comply with provided instructions.

Thomas Heyward Site
 UNIT PRICE SCHEDULE - Plant pricing
 Prepared by: Southern Palmetto Landscapes, Inc.
 Date Prepared: 1 / 29 / 25

NO. ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
LINE ITEM BREAKDOWNS				
1. Camellia 30 gallon *screening down avenue	23	EA	@ \$413.13	\$9,501.88
2. Camellia 30 gallon *screening home/parking/tomb	14	EA	@ \$413.13	\$5,783.75
3. Saw palm 7 gallon *screening home/parking/tomb	15	EA	@ \$143.13	\$2,146.88
4. Azalea indica 7 gallon *enhancement down avenue *sections of 3	21	EA	@ \$83.00	\$1,743.00
5. Azalea indica 7 gallon *screening home/parking/tomb	18	EA	@ \$83.00	\$1,494.00
6. Magnolia sp. 12'-14'ht. *screening down avenue -100gal.	7	EA	@ \$1,154.38	\$8,080.63
7. Magnolia sp. 12'-14'ht. *screening home/parking/tomb	6	EA	@ \$1,154.38	\$6,926.25
8. Soil amendments for plants listed above.	1	LS	@ \$700.00	\$700.00
GRAND TOTAL				\$36,376.38

Acceptance of proposal: The prices, materials and specifications are satisfactory and hereby accepted. You are authorized to do the work specified. Total payment of _____ due upon receipt. Payment must be made within 15 days of receipt or 1.5% finance charge will accrue. Labor and materials required beyond the scope of work listed in this contract will be billed separately. The person signing this contract agrees that he/she has the authority to enter into this agreement.

Signature _____ Date _____

Work Order Proposal



Proposal Date: 1/24/2025
Proposal Work Order #: 75111
Prepared By: TASHA ARD

Property Name: Cooler, Smittie
Address: SC-4462 , Ridgeland, SC 29936
Client Contact: Smittie Cooler escoolerjr@gmail.com
Client Phone #: 843-226-0221

Thomas Heyward Site - Landscape Enhancement

Installation of plant and tree material per scope provided by Client. Cost of material includes installation labor. Irrigation is not included and can be proposed separately. Proposal assumes direct access to site for medium sized equipment and no removal/disposal of existing material. Additional considerations are available for bid, including pine straw, mulch, soil amendments, etc.

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE
Landscaping Enhancement					\$65,039.43
Site Prep	1.00	LS	\$2,877.75	\$2,877.75	
Camellia Sasanqua 'Pink' - 30 Gal	37.00	30 Gallon	\$934.22	\$34,566.03	
Magnolia 'Claudia Wannamaker' - 12-14'	13.00	12-14 FT	\$1,528.18	\$19,866.40	
Azalea Indica 'George Tabor' - 7 Gal	39.00	7 Gallon	\$125.77	\$4,905.15	
Saw Palmetto Green - 7 Gal	15.00	7 Gallon	\$188.27	\$2,824.10	
Total for Work Order #75111					\$65,039.43

TERMS & CONDITIONS

1. **Plant Guarantee.** The Greenery, Inc. guarantees all plantings we supply and install for one year that are covered under an automated irrigation system and maintained under a continuous maintenance agreement by the Greenery, Inc.. This guarantee does not apply to plants that are lost due to abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freeze, neglect, nor Acts of God.
2. **Exclusions.** Transplanted materials, annuals and flowers, plants in pots and planters, and all types of Sod are EXCLUDED from the Plant Guarantee.
3. **Deer.** Damage to or loss of plants due to deer is not covered by any guarantee, expressed or implied. The Greenery, Inc. makes every effort to use deer resistant material; however, due to the increase in their population and their changing habits, the Greenery, Inc. is not responsible for any resultant damage.
4. **Tree Work.** Stumps from tree removal will be cut to within approximately twelve inches above ground level. Stump grinding or removal is not included unless otherwise specified in this proposal. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise in this proposal. Splitting, moving or hauling of wood or wood chips will be performed only if specifically stated in this proposal.
5. **Utility Locates.** The Greenery Inc. will call in the utility locates before starting the job. It is the responsibility of the Client/Owner to call in any private utilities that are outside normal location utilities. The Greenery Inc. is not responsible for damage to underground irrigation lines, wiring, pipes, utilities, invisible fencing, or lighting systems whose locations are not properly marked.
6. **Irrigation Pricing.** The existing automated irrigation system is checked at new landscaping areas, adjusted for proper coverage and broken heads and nozzles are replaced as needed. Irrigation adjustments, repairs and additions are billed on a Labor and Materials basis. Labor Rate is \$ 75 / hour. Any irrigation prices included in this bid are an estimation only.
7. **New Construction Irrigation Installation.** Sleeves under roads and sidewalks must be accurately marked and no deeper than 4 feet below surface grade. A water source must be provided by Client/Owner/Developer prior to commencement of irrigation installation. Any temporary irrigation pipe that needs to be installed to access water source, will be billed in addition. The connection of the backflow device to the water meter is the responsibility of the Client/Owner.
8. **Drainage.** Any drainage installation is meant to improve conditions, but does not guarantee a complete elimination of issues. Standing water, puddling, saturated soils and washouts may still occur. Additional work may be needed after initial work is completed. Standing water for up to 48 hours after a significant rainfall is typical for the Lowcountry.
9. **Access to Jobsite.** Client/Owner is to provide all utilities to perform the work. Client/Owner will furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for the performance of the work.
10. **Invoicing.** Client/Owner will make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event that the completion of work requires more than thirty (30) days, a progress bill will be presented by month end and will be paid within fifteen (15) days upon receipt of invoice.
11. **Disclaimer.** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time the proposal was prepared. The price quoted in this proposal for the work described is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering and/or certified landscape architectural design services are not included in this agreement and are not provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.
12. **Promotional Clause.** The client hereby assigns the Contractor the irrevocable and unrestricted right to use and publish photographs of the work performed for editorial, trade, advertising, educational and any other purpose in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all

claim to profits that may arise from use of images.

13. Payment. All unpaid balances over 30 days from date of invoice will be subject to the maximum finance charge allowable by law. The Greenery will be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing. Failure to make payment when due for completed work may result in a mechanic's lien on the title of your property. Credit card payments are subject to a 3% processing fee.

14. A 50% deposit of the total project cost is required to initiate the work. Please refer to the work order number when making your payment. Upon receipt of the deposit, we will confirm the schedule and begin preparing for the installation.

Property Name: Cooler, Smittie
Address: SC-4462 , Ridgeland, SC 29936
Client Contact: Smittie Cooler escoolerjr@gmail.com
Client Phone #: 843-226-0221

Proposal Date: 1/24/2025
Proposal Work Order #: 75111
Prepared By: TASHA ARD

Total: \$65,039.43
Deposit Amount (50%): \$32,519.72

By TASHA ARD
Date TASHA ARD
1/24/2025
The Greenery, Inc.

By _____
Date _____

AGENDA

ITEM # 12

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2025-18

RESOLUTION OF JASPER COUNTY COUNCIL

**APPOINTING A REPRESENTATIVE TO SERVE ON THE (SOLOCO)
SOUTHERN LOWCOUNTRY REGIONAL BOARD**

WHEREAS, Jasper County, is a member of the Southern Lowcountry Regional Board (“SOLOCO”); and

WHEREAS; according to the Board Membership Requirements of SOLOCO, “County Council Chairs and one County Council Member from Beaufort and Jasper Counties and one Council Member of each municipality” will serve on the board or may designate an alternate; and

WHEREAS, the Jasper County Council has determined that it desires to appoint Councilman Joey Rowell to serve as Jasper County’s Council Member Representative on the SOLOCO Board from Jasper County.

NOW, THEREFORE, BE IT RESOLVED THAT Councilman Joey Rowell of the Jasper County Council is appointed to serve as the Jasper County Council Representative for the Southern Lowcountry Regional Board as set forth by the Southern Lowcountry Regional Board governing documents.

ADOPTED THIS THE 3RD DAY OF MARCH 2025, and effective immediately, by Jasper County Council duly assembled.

SIGNATURE PAGE TO FOLLOW

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

AGENDA

ITEM # 13

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2025-19

RESOLUTION OF JASPER COUNTY COUNCIL

**APPOINTING A COUNTY COUNCIL REPRESENTATIVE TO SERVE ON THE
LOCAL AREA TRANSPORTATION STUDY (LATS) BOARD**

WHEREAS, Jasper County, is a party to and member of the Local Area Transportation Study Board (LATS Board), and as such must appoint representatives to the LATS Board to represent Jasper County; and

WHEREAS, at this time a vacancy currently exists on the LATS Board for a County Council Member to represent Jasper County; and

WHEREAS, the Jasper County Council desires to appoint Councilman Joey Rowell as the member on the LATS Board from Jasper County Council;

NOW, THEREFORE, BE IT RESOLVED THAT Councilman Joey Rowell is hereby appointed by the Jasper County Council to serve on the on the Local Area Transportation Study Board to represent Jasper County as the Jasper County Council member representative for a term to continue until his successor is appointed.

**ADOPTED THIS THE 3rd DAY OF March, 2025, and effective immediately,
by Jasper County Council duly assembled.**

SIGNATURE PAGE TO FOLLOW

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

AGENDA

ITEM # 14

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2025-20

RESOLUTION OF JASPER COUNTY COUNCIL

**APPOINTING A JASPER COUNTY COUNCIL EX-OFFICIO BOARD MEMBER
TO THE TECHNICAL COLLEGE OF THE LOWCOUNTRY**

WHEREAS, Jasper County Council has been requested by the Technical College of the Lowcountry (TCL) Board of Directors to appoint a County Council Member as an Ex-Officio Board Member to fill a vacancy currently existing on the TCL Board of Directors, in accordance with the governance documents of the (TCL),: and

WHEREAS, the Jasper County Council has determined that it desires to appoint Councilman / Chairman John Kemp to the Technical College of the Lowcountry Board of Directors as an Ex-Officio Board Member representing Jasper County.

NOW, THEREFORE, BE IT RESOLVED THAT Councilman / Chairman John Kemp of the Jasper County Council is appointed to serve in the capacity as an Ex-Officio Board Member to the Technical College of the Lowcountry Board of Directors as set forth by the Technical College of the Lowcountry Board governing documents.

ADOPTED THIS THE 3rd DAY OF March, 2025, and effective immediately, by Jasper County Council duly assembled.

SIGNATURE PAGE TO FOLLOW

JASPER COUNTY COUNCIL

By: _____
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

AGENDA

ITEM # 15

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

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

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I GENERAL

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

Section 1.02. Definitions.

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

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

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

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

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

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

Section 1.06. Permitted Uses.

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

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

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

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the County.

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

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

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

Section 2.02. Representations and Warranties of the Owner.

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

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

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

ARTICLE III DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

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

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

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

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.02. Development Fees

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

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

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

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

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services. The Parties recognize that most of the direct costs associated with the Development of the Property will be borne by the Owner, and many necessary

infrastructure improvements and services will be provided by the Owner or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

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

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

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

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

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

implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

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

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

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

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

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

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

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

(N) **Noise Abatement** – The operator shall use Best Management Practices to minimize noise from the development. This noise BMP shall include, at a minimum, proper maintenance of mufflers on equipment (trucks, trackhoes, pumps, mulching, bagging and processing, etc.). Noise levels emanating from the

development shall not exceed 55 decibels at any point one thousand (1,000) feet from the exterior boundary of the Property.

ARTICLE V MISCELLANEOUS

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

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

With a Copy to (does not constitute notice):

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

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

With a Copy to (does not constitute notice):

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

Section 5.02. Amendments.

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

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

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

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

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

[TWO SIGNATURE PAGES AND 1 EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.

WITNESSES:

Name:

Name:

THE OWNER:

BELLINGER HILL PROPERTIES, LLC,
A South Carolina Limited Liability Company

By: Madison Daly

Its:

STATE OF SOUTH CAROLINA)

COUNTY OF _____)

ACKNOWLEDGMENT

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

Dated: _____

Notary Public for the State of South Carolina

My commission expires: _____

[NOTARIAL SEAL]

WITNESSES:

Name:

Name:

COUNTY:

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

By: Andrew P. Fulghum
Its: County Administrator

[COUNTY SEAL]

Attest:

Wanda Simmons
Clerk to County Council

SOUTH CAROLINA)
)
JASPER COUNTY)

ACKNOWLEDGMENT

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

Dated: _____

Notary Public for the State of South Carolina

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

EXHIBIT B
DEVELOPMENT PLAN

1. Daly Organics Planned Development District and Concept Plan: The Daly Organics Planned Development District and Concept Plan, which is attached hereto as Exhibit B-1, incorporated by reference, and made a part hereof, shall serve as the general guide for the location of roads, buildings, and other development features and land uses. The Property shall be generally developed consistent with the approved Development Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

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

3. Permitted Uses: As set forth in “Section II – Land Use” of Exhibit B-1, the Property shall be permitted to include allowed land uses and intensities of the following zoning districts established in the Jasper County Zoning Ordinance and Land Development Regulations: Rural Preservation, General Commercial, and Industrial Development. With respect to the General Commercial and Industrial Development land uses, the allowed uses are limited to the existing farm, including the composting and mulching operations, the proposed bagging facility, and other uses in support of Daly Organics operations. Excluded land uses are set forth in “Section II – Land Use” of Exhibit B-1. The permitted location and development standards for all said uses on the Property shall be identified on the approved Development Plan, provided that the Owner, at its sole discretion, shall have the sole right and discretion to adjust the location of said uses at the Property.

4. Excluded Uses: Excluded land uses are set forth in “Section II – Land Use” of Exhibit B-1. With respect to the General Commercial and Industrial Development land uses, the allowed uses are limited to the existing farm, including the composting and mulching operations, the proposed bagging facility, and other uses in support of Daly Organics operations.

5. Dimensional Requirements: The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the Development Plan.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT C
DEVELOPMENT SCHEDULE

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT D
REQUIRED INFORMATION

The Act and Ordinance No. require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Ordinance No. 17. See Section 5.04.

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT E
LAWS AND LAND DEVELOPMENT REGULATIONS

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

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

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

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

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

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

[insert name]
Director of Planning and Building
Jasper County

Director of Planning and Building
Dated Stamp of Approval

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

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

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

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

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

Witness:

Property Owner:

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

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

Sworn to before me this _____
day of _____, 20____

Notary Public for _____
County, State of _____

(Witness #1 sign here)

My Commission Expires: _____

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]

**Exhibit G
Form Assignment**

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

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

[insert date of Assignment]

, by

[insert name of assignor]

, (the “Assignor”), and

[insert name of assignee]

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

RECITALS

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

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

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

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

[insert interim conveyances and assignments, if any]

WHEREAS, on

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

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

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

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

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

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

[insert assigned Development Rights]

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

[insert retained Development Rights]

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

[insert assigned development obligations]

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

[insert retained development obligations]

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

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

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

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

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

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

[Insert Signature Pages]

[Insert Attachment A: Legal Description of Assignment Property]

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

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

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I GENERAL

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

Section 1.02. Definitions.

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

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

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

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

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

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

Section 1.06. Permitted Uses.

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

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

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

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the County.

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

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

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

Section 2.02. Representations and Warranties of the Owner.

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

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

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

ARTICLE III DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

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

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

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

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.02. ~~RESERVED~~ Development Fees

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

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

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

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

Section 4.03. Other Charges or Fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V MISCELLANEOUS

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

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

With a Copy to (does not constitute notice):

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

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

Ridgeland, South Carolina 29936

With a Copy to (does not constitute notice):

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

Section 5.02. Amendments.

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

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

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

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

- a. Minor Modifications: The Director of the Planning and Building Department for the County shall have the authority to administratively approve a minor modification to this Agreement. The following modifications, adjustment, and clarifications shall constitute minor modifications to this Agreement:
 - i. Correction of any typographic or scrivener's error.
 - ii. Minor adjustments to the site layout set forth in Exhibit B attached hereto caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff.
 - iii. Dimensional adjustments that are within ten percent (10%) of the dimensional requirements set forth in Exhibit B attached hereto and/or dimensional adjustments that are within ten percent (10%) of the dimensional requirements as set forth in

other applicable County codes or ordinances, as approved by the Director of the Planning and Building Department for the County.

- iv. Recording of any subsequent laws or regulations enforceable pursuant to the public hearing provisions of Section 6-31-80(B) of the Act.
 - v. Recording of modification in the addressee provisions of Section 5.01 of this Agreement.
 - vi. Recording of any instruments or documentation to evidence any act permissible or regulated pursuant to the terms of this Agreement, where the Agreement does not specifically provide for the recording of such instruments or documentation.
 - vii. Adjustments to the development schedule set forth in Exhibit C, including commencement dates and interim completion dates, as requested by the Owner.
- b. Major Modifications: major modifications are those that do not qualify as a minor modification. Major modifications must be processed and considered in the same manner as set forth in the Act.

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

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

[TWO SIGNATURE PAGES AND 1 EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

WITNESSES:

Name:

Name:

COUNTY:

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

By: Andrew P. Fulghum
Its: County Administrator

[COUNTY SEAL]

Attest:

Wanda Simmons
Clerk to County Council

SOUTH CAROLINA)
)
JASPER COUNTY)

ACKNOWLEDGMENT

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

Dated: _____

Notary Public for the State of South Carolina

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

EXHIBIT B
DEVELOPMENT PLAN

1. Daly Organics Planned Development District and Concept Plan: The Daly Organics Planned Development District and Concept Plan, which is attached hereto as Exhibit B-1, incorporated by reference, and made a part hereof, shall serve as the general guide for the location of roads, buildings, and other development features and land uses. The Property shall be generally developed consistent with the approved Development Plan and associated exhibits unless otherwise modified consistent with the terms of the Agreement.

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

3. Permitted Uses: As set forth in “Section II – Land Use” of Exhibit B-1, the Property shall be permitted to include allowed land uses and intensities of the following zoning districts established in the Jasper County Zoning Ordinance and Land Development Regulations: Rural Preservation, General Commercial, and Industrial Development. With respect to the General Commercial and Industrial Development land uses, the allowed uses are limited to the existing farm, including the composting and mulching operations, the proposed bagging facility, and other uses in support of Daly Organics operations. Excluded land uses are set forth in “Section II – Land Use” of Exhibit B-1. The permitted location and development standards for all said uses on the Property shall be identified on the approved Development Plan, provided that the Owner, at its sole discretion, shall have the sole right and discretion to adjust the location of said uses at the Property.

4. Excluded Uses: Excluded land uses are set forth in “Section II – Land Use” of Exhibit B-1. With respect to the General Commercial and Industrial Development land uses, the allowed uses are limited to the existing farm, including the composting and mulching operations, the proposed bagging facility, and other uses in support of Daly Organics operations.

5. Dimensional Requirements: The Property shall comply with the dimensional requirements (*i.e.*, building setbacks, height, and related provisions) specified in the Development Plan.

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT C
DEVELOPMENT SCHEDULE

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT D
REQUIRED INFORMATION

The Act and Ordinance No. [] require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. [].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT E
LAWS AND LAND DEVELOPMENT REGULATIONS

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

Exhibit F
Form Request to Modify Development Schedule

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER) **ADDENDUM**
) **TO**
) **DEVELOPMENT AGREEMENT**

THIS ADDENDUM TO A DEVELOPMENT AGREEMENT (“Addendum”) is made effective on the

[insert recording date of Addendum]

, by Jasper County, a political subdivision of the State of South Carolina, and Bellinger Hill Properties, LLC, a South Carolina limited liability company, or its successor or assign.

RECITALS

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

[if applicable, insert successor or assign of Bellinger Hill Properties, LLC as Owner pursuant to an Assignment]

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

WHEREAS, without limitation, Section 1.07. of the Development Agreement establishes a vested right in a Development Schedule, together with commencement, interim completion, and completion dates for development of the Property in accordance with the terms of the Development Agreement; and

WHEREAS, without limitation, Section 1.07. of the Development Agreement provides that the

[insert either Property Owner or Owner]

(hereinafter the “Petitioner”) may request a modification in the Development Schedule of Section 1.07. of the Development Agreement; and

WHEREAS, Section 1.07. of the Development Agreement further provides that where the Petitioner demonstrates that there is good cause to modify the Development Schedule, the County shall approve such request within 60 days of its submittal, and that such modification shall not constitute or require an amendment of the Development Agreement; and

WHEREAS, the Petitioner has requested and the County has approved a modification in the Development Schedule of Section 1.07. of the Development Agreement as more specifically set forth herein

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

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

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

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

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

[insert name]
Director of Planning and Building
Jasper County

Director of Planning and Building
Dated Stamp of Approval

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

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

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

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

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

Witness:

Property Owner:

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

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

Sworn to before me this _____
day of _____, 20____

Notary Public for _____
County, State of _____

(Witness #1 sign here)

My Commission Expires: _____

[NOTARIAL STAMP-SEAL]

[Insert Signature Pages for Petitioner]

[Insert Attachment A: Legal Description of Assignment Property]

**Exhibit G
Form Assignment**

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

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

[insert date of Assignment]

, by

[insert name of assignor]

, (the “Assignor”), and

[insert name of assignee]

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

RECITALS

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

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

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

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

[insert interim conveyances and assignments, if any]

WHEREAS, on

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

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

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

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

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

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

[insert assigned Development Rights]

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

[insert retained Development Rights]

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

[insert assigned development obligations]

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

[insert retained development obligations]

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

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

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

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

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

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

[Insert Signature Pages]

[Insert Attachment A: Legal Description of Assignment Property]

AGENDA

ITEM # 16

ORDINANCE NO. O-2025-05

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

DONE, RATIFIED AND ADOPTED this ____ day of _____, 2025.

JASPER COUNTY, SOUTH CAROLINA

John Kemp, Chairman of Jasper County Council

ATTEST:

Wanda Giles, Clerk
 Jasper County Council

First Reading: 02.18.2025
Second Reading: 03.03.2025
Public Hearing: 03.03.2025
Third Reading:

EXHIBIT A

REAL PROPERTY

PARCEL C – TAX MAP #038-00-04-063

PARCEL D – TAX MAP #038-00-04-059

ORDINANCE NO. O-2025-__

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

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

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

~~WHEREAS, CP Hardeeville, LLC (the "Developer") owns and has constructed a speculative building on property in the County more specifically described in Exhibit A hereto (the "Real Property"); and~~

~~WHEREAS, Project Salmon (the "Company"), intends to enter into a lease agreement with the Developer as to the Real Property and to invest over \$60,000,000 in Real Property improvements and personal property (the "Personal Property") to be located at the Real Property in order to establish a new manufacturing facility in the County (the "Project") (collectively, the Real Property improvements and the Personal Property shall be referred to herein as the "Property"); and~~

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

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

~~WHEREAS, Project Salmon (the "Company"), intends to enter into a lease agreement with the Developer as to Parcel C the Real Property and to invest over \$620,000,000 in Real Property~~

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leasehold improvements and personal property to be located on Parcel C in order to establish a new manufacturing facility in the County; and

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

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

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

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

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

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

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

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

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

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

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

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

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

DONE, RATIFIED AND ADOPTED this ___ day of _____, 2025.

JASPER COUNTY, SOUTH CAROLINA

John Kemp, Chairman of Jasper County Council

ATTEST:

Wanda Giles, Clerk
Jasper County Council

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

EXHIBIT A

REAL PROPERTY

PARCEL C – TAX MAP #038-00-04-063

PARCEL D – TAX MAP #038-00-04-059

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

BETWEEN

PROJECT SALMON

AND

JASPER COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2025

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

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

<ul style="list-style-type: none"> Claw Back Information 	<p>The 50% SSRC and Additional 10% SSRC shall be reduced on a prorated basis if the Company does not invest at least \$20,000,000 prior to the end of the Investment Period.</p>	<p>Section 6.1</p>
<p>Other Information</p>		

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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

“Additional 10% SSRC” shall have the meaning set forth in Section 5.1.

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

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

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

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

“Contract Minimum Investment Requirement” means a taxable investment in Leasehold Improvements and Equipment at the Project of not less than \$20,000,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Removed Components” means Economic Development Property which the Company or Sponsor, as the case may be, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this

Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

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

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

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

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

Section 3.3. *Filings and Reports.*

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

(b) On request by the County Administrator, a Sponsor shall remit to the County Administrator records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

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

shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

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

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation; provided however, at the election of a Sponsor, the fair market value will be determined by appraisal by the Department, in which case the Real Property and Improvements will be subject to reappraisal no more than once every 5 years; and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company or a Sponsor if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2024, which is .440, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.

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

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

tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

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

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

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

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

Section 4.3. *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, a Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

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

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

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

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

Section 4.5. *Condemnation.*

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

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

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

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

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

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

ARTICLE V
ADDITIONAL INCENTIVES

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

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

The Real Property and Improvements, to be leased by the Company, are currently subject to the 2022 FILOT Agreement which provides for a FILOT and 40% SSRC. Upon lease or acquisition by the Company of the Real Property and Improvements, an additional 10% SSRC (the “Additional 10% SSRC”) shall apply to such Real Property and Improvements. The intent is that the Company receives the benefit of a 50% SSRC on both the Leasehold Improvements and Equipment, as well as the Real Property and Improvements leased or owned by the Company. The Additional 10% SSRC shall also qualify for the Credit Term, provided the Credit Term may be extended as provided hereinabove.

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

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

ARTICLE VI CLAW BACK

Section 6.1. *Claw Back.*

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

For example, (and by way of example only) if the Company invested or cause to be invested \$15,000,000 in Leasehold Improvements and Equipment at Parcel C Building by the end of the Investment Period, the Company's Achievement Percentage would be 75% (i.e., $\$15,000,000/\$20,000,000 = 75\%$). Since the Company's Achievement Percentage in this example is less than 100%, the County may, at its discretion, reduce the 50% SSRC by 25% (1-the Achievement Percentage), that is from 50% to 37.5%. In this example, in the years following the end of the Investment Period, the Total Credit would be reduced to 37.5% of FILOT Payments made with respect to the Project. Likewise, the Additional 10% SSRC would also be reduced by 25% from 10% to 7.5%.

(ii) The County acknowledges that the clawback arrangement set forth in the 2022 FILOT Agreement shall not apply to the Property.

ARTICLE VII DEFAULT

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

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

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

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

(d) Failure by a Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and

requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

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

Section 7.2. Remedies on Default.

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

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

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

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is

cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

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

Section 8.3. *Indemnification Covenants.*

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

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

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified

Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

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

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

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

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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

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

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law,

the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. A Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

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

ARTICLE IX SPONSOR AND SPONSOR AFFILIATES

Section 9.1. Sponsor and Sponsor Affiliates. The Sponsor may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Act, which Sponsors or Sponsor Affiliates shall be persons who join with the Company and other Sponsors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement. All other Sponsor or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Act are subject to the consent of the County, which consent shall not be unreasonably withhold. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 4.1 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Contract Minimum Investment Requirement by the end of the Investment Period. A Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 9.01 in accordance with Section 12-44-130(B) of the Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become a party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates. The Sponsor's or Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor or Sponsor Affiliate, as the case may be, to the County.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or

when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Project Salmon

Attn:

WITH A COPY TO (does not constitute notice):

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

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

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

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

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

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

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

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

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

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

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

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

Section 10.10. Termination; Termination by Sponsor.

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

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

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

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

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

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

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

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

[Signature pages follow]

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

REMAINDER OF PAGE INTENTIONALLY BLANK]

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Jasper County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Jasper County, South Carolina

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

PROJECT SALMON

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

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

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective as of _____, 2025 (“Fee Agreement”), between Jasper County, South Carolina (“County”) and Project Salmon.

1. Joinder to Fee Agreement.

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

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

PROJECT SALMON

Name of Entity

By: _____

Its: _____

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

JASPER COUNTY, SOUTH CAROLINA

By: _____

Its: _____

Exhibit C

Investment Certification Report

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

The SSRC is reduced because the Company did not invest at least \$20,000,000. The 50% SSRC is reduced to _____% and the Additional 10% SSRC percentage is reduced to _____%.

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

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

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

Project Salmon

By: _____
Authorized Company Representative (Signature)

Date: _____

Its: _____

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

BETWEEN

PROJECT SALMON

AND

JASPER COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2025

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Salmon	
Project Location	See Exhibit A attached hereto	
Tax Map Nos.		
FILOT		
<ul style="list-style-type: none"> Phase Exemption Period 	30 Years	Section 1.1
<ul style="list-style-type: none"> Contract Minimum Investment Requirement 	\$6 20,000,000	Section 1.1
<ul style="list-style-type: none"> Investment Period 	5 7 Years	Section 1.1
<ul style="list-style-type: none"> Assessment Ratio 	6%	Section 4.1
<ul style="list-style-type: none"> Millage Rate 	.440	Section 4.1
<ul style="list-style-type: none"> Fixed or Five-Year Adjustable Millage 	Fixed	Section 4.1
<ul style="list-style-type: none"> Minimum Investment Requirement 	Act Minimum Investment	Section 1.1
Multicounty Park	Jasper and Hampton County	
Infrastructure Credit		
<ul style="list-style-type: none"> Brief Description 	50% SSRC —see below <u>Leasehold Improvements and Equipment</u> <u>Additional 10% SSRC – Real Property and Improvements which are currently subject to a 40% SSRC</u>	Section 5.1
<ul style="list-style-type: none"> Credit Term 	3 10 Years. <u>The Credit Term shall be extended to 20 years if the Company invests a cumulative total of \$40,000,000 during the Investment Period and extended to 30 years if the Company invests a cumulative total of \$60,000,000 during the Investment Period.</u>	Section 5.1

<ul style="list-style-type: none"> Claw Back Information 	<p><u>The 50% SSRC and Additional 10% SSRC shall be reduced on a prorated basis if the Company does not invest at least \$20,000,000 prior to the end of the Investment Period.</u>Pursuant to a Fee Agreement between CP Hardeeville, LL and Jasper County dated as of February 22, 2022, the Property is subject to a FILOT and 40% SSRC. An additional 10% credit has been authorized for the benefit of the Company so it will receive a 50% SSRC.</p>	<p>Section 6.1</p>
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Exhibit A – Description of Property
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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

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

WITNESSETH:

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

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

WHEREAS, CP Hardeeville, LLC (the "*Developer*") owns property in the County consisting of two parcels and has constructed a speculative building on property in the County more specifically described in Exhibit A hereto (the "*Real Property*"); and

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

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WHEREAS, Project Salmon (the “*Company*”), intends to enter into a lease agreement with the Developer as to Parcel C the Real Property and to invest over \$620,000,000 in Real Property leasehold improvements (the “Leasehold Improvements”) and personal property (the “Equipment”) to be located at the Real Property on Parcel C in order to establish a new manufacturing facility in the County Project (collectively, the Leasehold Improvements and the Equipment shall be referred to herein as the “Property”); and

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

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Property leasehold improvements and personal property shall be referred to herein as “Leasehold Improvements and Equipment”.

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

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

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

ARTICLE I DEFINITIONS

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

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

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

“Additional 10% SSRC” shall have the meaning set forth in Section 5.1.

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

~~“**Building**” means the building constructed by the Developer on the Real Property.~~

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

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

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

“**Contract Minimum Investment Requirement**” means a taxable investment in ~~ertain~~ leasehold Improvements and Equipment at the Project of not less than \$~~620,000,000~~.

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

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

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

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

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

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

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

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

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

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

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance

with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2031~~29~~, the Final Termination Date is expected to be January 15, 206~~29~~, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ~~five-seven (57)~~ years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act.

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

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

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

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

“Parcel C Building” means the building constructed by the Developer on Parcel C ~~the Real Property.~~

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

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

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

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

“Project” means all the Equipment, Improvements, and Real Property improvements in the County that the Company or any other Sponsor or Sponsor Affiliate determine to be necessary,

suitable, or useful by the Company or such other Sponsor or Sponsor Affiliate in connection with its investment in the County.

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

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

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

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

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

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

Section 3.3. *Filings and Reports.*

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

(b) On request by the County Administrator, a Sponsor shall remit to the County Administrator records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

(a) **Section 4.1. *FILOT Payments.*** Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under the Act, the County and the Company have negotiated the amount of the FILOT Payments in

accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Fee Term with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

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

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation; provided however, at the election of a Sponsor, the fair market value will be determined by appraisal by the Department, in which case the Real Property and Improvements will be subject to reappraisal no more than once every 5 years; and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company or a Sponsor if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2024, which is .440, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.

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

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

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

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

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

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

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, a Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then a Sponsor may terminate this Fee Agreement as to such Sponsor's interest. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged

Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

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

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

Section 4.5. Condemnation.

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

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

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

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

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

(ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

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

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Special Source Revenue Credits. To assist in paying for costs of Infrastructure, the Sponsor and any qualifying Sponsor or Sponsor Affiliate is entitled to claim a Special Source Revenue Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. All qualifying expenses of the Sponsor during the Investment Period shall qualify for a ~~30~~10-year (the "Credit Term"), Special Source Revenue Credit ("SSRC") which is comprised of a 50% ~~credit~~ SSRC (the "50% SSRC") ~~(the "Total Credit")~~ as more specifically described below; provided however, the Credit Term may be extended as hereinafter provided. In no event may a Sponsor's aggregate ~~Infrastructure Credit~~ SSRC claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

~~The Real Property and Improvements, to be leased by the Company, are currently subject to the 2022 Fee Agreement which provides for a FILOT and 40% SSRC. The 40% SSRC shall also apply to the Leased Improvements and Equipment. The Company also qualifies for a 10% SSRC (the "Additional Special Source Revenue Credit") that will apply to the Real Property and Improvements, as well as the Leasehold Improvements and Equipment. The Company contemplates an initial investment of at least \$20,000,000 at Parcel C Building and an additional \$40,000,000 in investment resulting from two (2) expansions which are expected to occur at Parcel D Building(s). The Credit Term will be extended if the Company meets certain investment thresholds. More specifically, if the Company has invested a cumulative total of \$40,000,000 in Economic Development Property prior to the end of the Investment Period, the Credit Term shall be extended to 20 years. Further, if the Company has invested a cumulative total of \$60,000,000 in Economic Development Property prior to the end of the Investment Period, the Credit Term shall be extended to 30 years.~~

~~The Real Property and Improvements, to be leased by the Company, are currently subject to the 2022 FILOT Agreement which provides for a FILOT and 40% SSRC. Upon lease or acquisition by the Company of the Real Property and Improvements, an additional 10% SSRC (the "Additional 10% SSRC") shall apply to such Real Property and Improvements. The intent is that the Company receives the benefit of a 50% SSRC on both the Leasehold Improvements and Equipment, as well as the Real Property and Improvements leased or owned by the Company. The Additional 10% SSRC shall also qualify for the Credit Term, provided the Credit Term may be extended as provided hereinabove.~~

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

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

ARTICLE VI CLAW BACK

Section 6.1. *Claw Back.*

(i) If, following the end of the Investment Period, the Company ~~fail~~~~ed~~s to meet the Contract Minimum Investment Requirement, the County may, in its discretion, reduce the Total Credit by a prorated amount based upon the Company’s achievement percentage (the “Achievement Percentage”). The Achievement Percentage shall be determined as a percentage of the actual investment divided by the Contract Minimum Investment and, if less than 100%, a percentage amount equal to (1-the Achievement Percentage) shall be applied to reduce the Total Credit on a prospective basis only.

For example, (and by way of example only) if the Company invested or cause to be invested \$~~45~~15,000,000 in Leasehold Improvements and Equipment at Parcel C Building the Real Property by the end of the Investment Period, the Company’s Achievement Percentage would be 75% (i.e., \$~~41~~15,000,000/\$~~62~~0,000,000 = 75%). Since the Company’s Achievement Percentage in this example is less than 100%, the County may, at its discretion, reduce the 50% SSRC Total Credit by 25% (1-the Achievement Percentage), that is from 50% to 37.5%. In this example, in the years following the end of the Investment Period, the Total Credit would be reduced to 37.5% of FILOT Payments made with respect to the Project. Likewise, the Additional 10% SSRC would also be reduced by 25% from 10% to 7.5%.

(ii) The County acknowledges that the clawback arrangement set forth in the 2022 FILOT Agreement shall not apply to the Property.

ARTICLE VII DEFAULT

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

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

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

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

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

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

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

Section 7.2. Remedies on Default.

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

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

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

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance

or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

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

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

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

Section 8.3. Indemnification Covenants.

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

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable

documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

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

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

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

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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

Section 8.6. Assignment. A Sponsor may assign its interest in this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not

be unreasonably withheld. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

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

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

ARTICLE IX SPONSOR AND SPONSOR AFFILIATES

Section 9.1. Sponsor and Sponsor Affiliates. The Sponsor may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Act, which Sponsors or Sponsor Affiliates shall be persons who join with the Company and other Sponsors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement. All other Sponsor or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Act are subject to the consent of the County, which consent shall not be unreasonably withheld. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 4.1 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Contract Minimum Investment Requirement by the end of the Investment Period. A Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 9.01 in accordance with Section 12-44-130(B) of the Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become a party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates. The Sponsor's or Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of

which is attached as Exhibit B, executed by the Sponsor or Sponsor Affiliate, as the case may be, to the County.

**ARTICLE X
MISCELLANEOUS**

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

IF TO THE COMPANY:

Project Salmon

Attn:

WITH A COPY TO (does not constitute notice):

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

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy,

or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

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

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

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

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

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

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

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

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

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight

embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

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

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

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

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

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

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

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

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

[Signature pages follow]

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

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JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Jasper County, South Carolina

ATTEST:

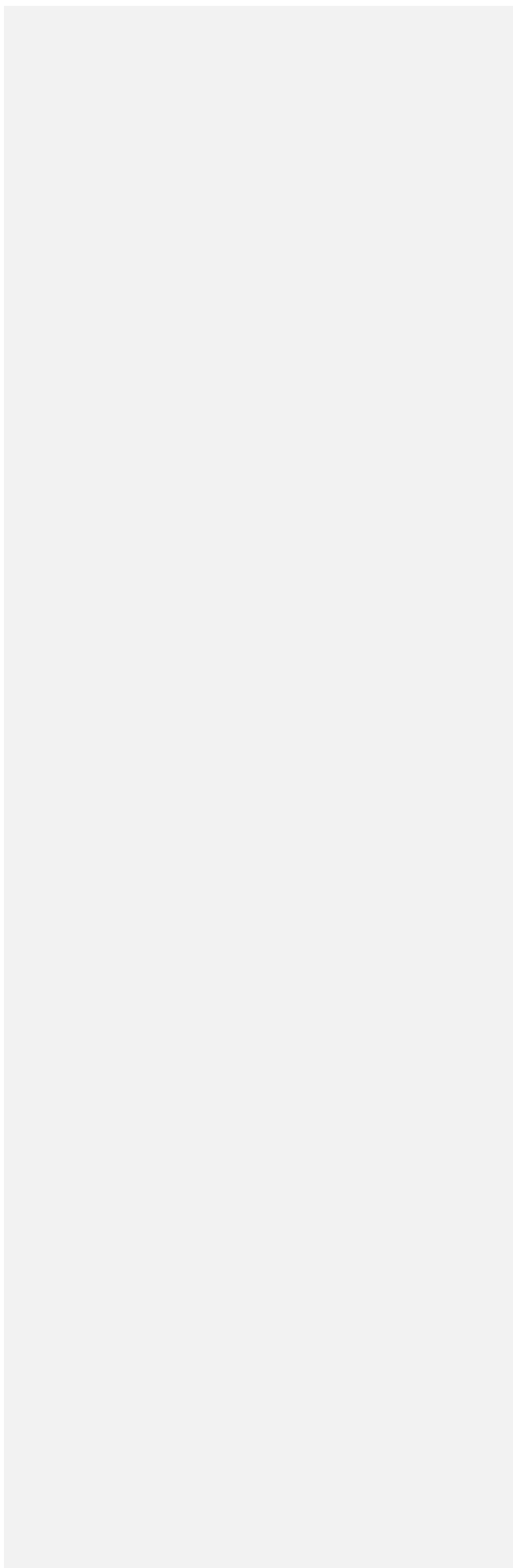
By: _____
Clerk to County Council
Jasper County, South Carolina

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

PROJECT SALMON

By: _____
Its: _____

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



**EXHIBIT A
PROPERTY DESCRIPTION**

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

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EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective as of _____, 2025 (“Fee Agreement”), between Jasper County, South Carolina (“County”) and Project Salmon.

1. Joinder to Fee Agreement.

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

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

PROJECT SALMON

Name of Entity

By: _____

Its: _____

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

JASPER COUNTY, SOUTH CAROLINA

By: _____

Its: _____

Exhibit C

Investment Certification Report

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

The SSRC is reduced because the Company did not invest at least \$20,000,000. The 50% SSRC is reduced to % and the Additional 10% SSRC percentage is reduced to %.

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

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

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

Project Salmon

By: _____ Date: _____
Authorized Company Representative (Signature)

Its: _____

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AGENDA

ITEM # 17



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	March 3, 2025
Project:	Zoning Map Amendment – Residential
Applicant:	Brock & Rose Burnette
Tax Map Number:	020-00-03-006 (5.70 acres) & 020-00-03-102 (5.65 acres)
Submitted For:	1 st Reading
Recommendation:	Planning Commission recommends approval of Residential

Description: This is a request for a Zoning Map Amendment to have a property designated as Residential. The subject properties consist of 11.35 acres and are identified by TMS #s 020-00-03-006 & 020-00-03-102. The property is located at 345 Gassie Orr Road in Pineland. Both parcels are currently zoned Rural Preservation. The intent is to combine the subject properties with two adjacent parcels and then reconfigure the four (4) original parcels to five (5) parcels. The adjacent parcels are owned by the applicant and are zoned Residential. The Jasper County Land Development Regulations prohibit creating new parcels in different zoning districts to prevent additional properties from being split-zoned.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation”. The Rural Conservation areas seek to protect and promote the character of Jasper County that largely exists today outside of the municipalities.
- **Adjacent Zoning:** The adjacent parcels are zoned Rural Preservation and Residential.
- **Adjacent Land Use:** Adjacent land uses are residential and vacant property.

- **Traffic and Access:** The subject property is accessed by Gassie Orr Road, which is a county-maintained dirt road.

Recommendation: The Planning Commission reviewed this application at their meeting on February 11, 2025 and recommends approval to have the property designated as Residential.

Attachments:

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

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2025 - _____

AN ORDINANCE

To amend the Official Zoning Map of Jasper County so as to transfer two properties located at 345 Gassie Orr Road, bearing Jasper County Tax Map Numbers 020-00-03-006 and 020-00-03-102 from the Rural Preservation Zoning District to the Residential Zoning District on the Jasper County Official Zoning Map.

WHEREAS, the owner of the parcels bearing Jasper County Tax Map Number 020-00-03-006 and 020-00-03-102, consisting of approximately 11.35 acres, located at 345 Gassie Orr Road, has requested rezoning of the parcels on the Official Zoning Map of Jasper County from the Rural Preservation Zoning District to the Residential Zoning District and that request has been submitted to the Jasper County Planning Commission and County Council; and

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

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having

been shown, two parcels, which are approximately 11.45 acres bearing Jasper County Tax Map Numbers 020-00-03-006 and 020-00-03-102, located at 345 Gassie Orr Road on the Jasper County Official Zoning Map in the Rural Preservation Zoning District shall be transferred to the Residential Zoning District.

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

John Kemp
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # 2025-__

First Reading: March 3, 2025

Second Reading: _____

Public Hearing: _____

Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on
February 11, 2025 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



Jasper County Planning and Building Services

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

Zoning Map Amendment Application

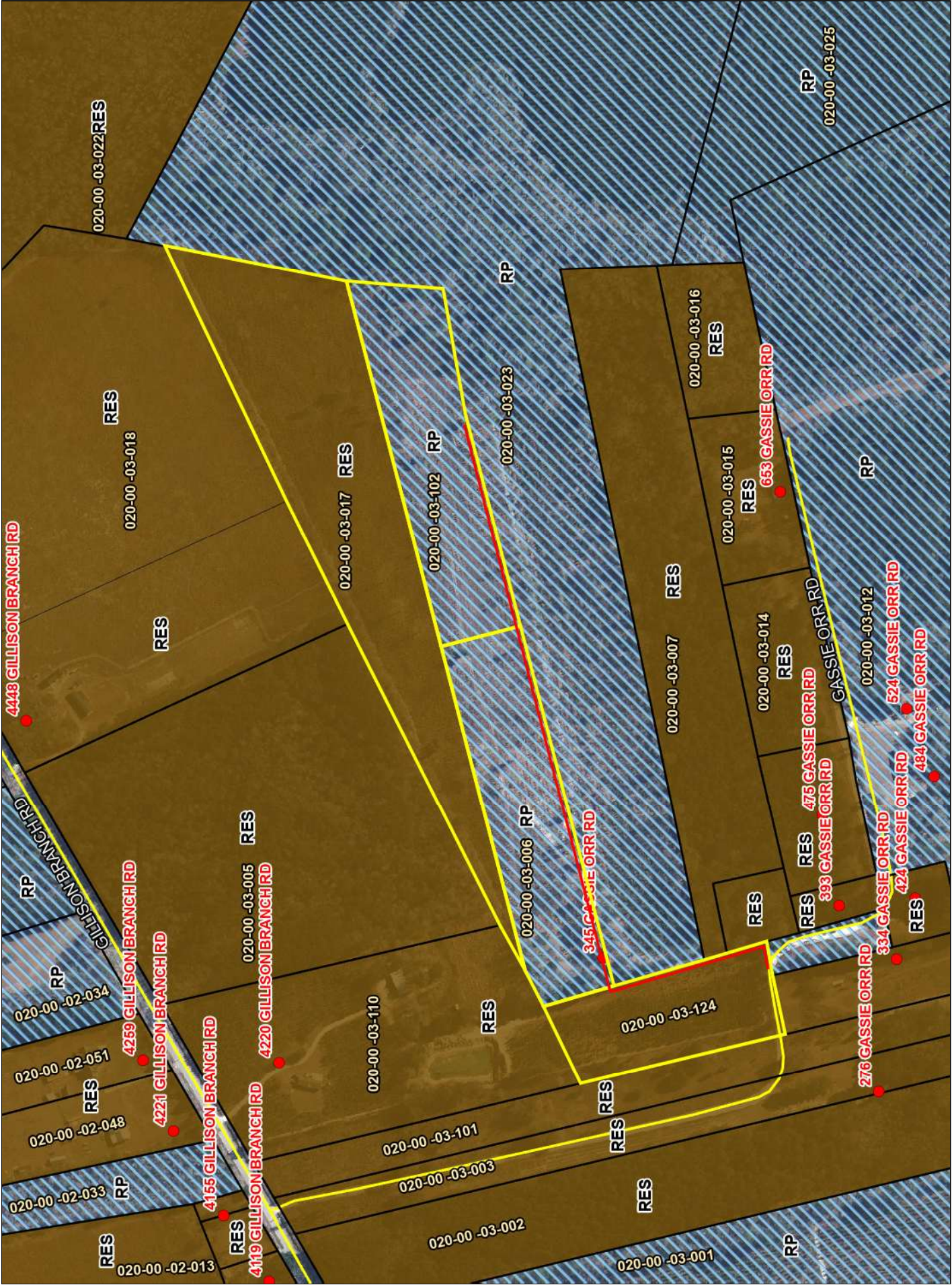
Owner or Owner- Authorized Applicant:	Brock and Rose Burnette
Address:	4220 Gillison Branch Rd Pineland SC 29934
Telephone/Fax:	843-368-7526
Email:	burnettebrock@yahoo.com
Property Address or Physical Location:	Gassie Orr Rd
Tax Map Number(s):	020-00-03-102 020-00-03-006
Gross Acreage:	11.35 combined
Current Zoning:	Rural Preservation
Proposed Zoning:	Residential
Administrative Fee: (\$250 per lot) except for PDD applications	
Date Mailed or Hand Delivered:	1-28-25 Hand delivered
Reason for Request: (attach narrative if necessary)	Residential lots

Brock Burnette
1-27-25
 Signature of Owner or Owner-Authorized Applicant Date
 (Proof of owner-authorization required)

Internal Use Only

Date Received:	1-28-25
Amount Received:	\$300-
Staff Member:	J. Hayes





AGENDA

ITEM # 18



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	March 3, 2025
Project:	Zoning Map Amendment – General Commercial
Applicant:	Brian Manning
Tax Map Number:	080-03-00-019
Submitted For:	1 st Reading
Recommendation:	Planning Commission recommends approval of General Commercial

Description: This is a zoning map amendment request to have a property designated as General Commercial. The subject property consists of .96 acres and is located at 139 Hartwell Avenue. The property is currently zoned Mixed Business and is part of a commercial subdivision known as Argent Business Park. The property is developed with a commercial building that was built for flex space. The end user intends to use the space as a banquet hall, which is not allowed in Mixed Business. However, a banquet hall is allowed in General Commercial. The property was originally zoned General Commercial, and the zoning was changed to Mixed Business at the end of 2016.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as a Commercial Node, which is appropriate for businesses, offices, retail, and multi-family use.
- **Adjacent Zoning:** The adjacent parcels are zoned General Commercial, Mixed Business and Rural Preservation.
- **Adjacent Land Use:** Adjacent land uses are commercial development and vacant property. Multi-family apartments are nearby.

- **Traffic and Access:** The subject property is accessed by Hartwell Avenue, which is a privately maintained road serving Argent Business Park. Hartwell Avenue is located off of Argent Blvd, which is a minor arterial road and is maintained by the state.

Recommendation: The Planning Commission reviewed this application at their meeting on February 11, 2025 and recommends approval to have the property designated as General Commercial.

Attachments:

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

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2025 - _____

AN ORDINANCE

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 139 Hartwell Avenue, bearing Jasper County Tax Map Number 080-03-00-019 from the Mixed Business Zoning District to the General Commercial Zoning District on the Jasper County Official Zoning Map.

WHEREAS, the owner of a parcel bearing Jasper County Tax Map Number 080-03-00-019 consisting of approximately .96 acres, located at 139 Hartwell Avenue, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Mixed Business Zoning District to the General Commercial Zoning District and that request has been submitted to the Jasper County Planning Commission and County Council; and

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

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having

been shown, approximately .96 acres bearing Jasper County Tax Map Number 080-03-00-019, located at 139 Hartwell Avenue on the Jasper County Official Zoning Map in the Mixed Business Zoning District shall be transferred to the General Commercial Zoning District.

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

John Kemp
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # 2025-__

First Reading: March 3, 2025
Second Reading: _____
Public Hearing: _____
Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on
February 11, 2025 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



Jasper County Planning Department

358 Third Avenue - Post Office Box 1659
 Ridgeland, South Carolina 29936
 Phone: (843) 717-3650 Fax: (843) 726-7717

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	Brian Manning
Address:	139 Hartwell Ave
Telephone:	843-304-4173
Email:	brianmanning64@gmail.com
Property Address or Physical Location:	139 Hartwell Ave
Tax Map Number(s)	080-03-00-019
Gross Acreage:	0.96
Current Zoning	MB
Proposed Zoning:	GC
Administrative Fee: (\$300 per lot) except for PDD applications	
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	Banquet Hall / OFFICE SPACE (NO kitchen)

[Handwritten Signature]

Signature of Owner or Owner-Authorized Applicant
 (Proof of owner-authorization required)

12-30-2025

Date

Internal Use Only

Date Received:	12-30-2025
Amount Received:	300.00
Staff Member:	LW



067-00 -01-013

080-01 -00-035

PARK SLOPE CT

080-00 -03-173

BOROUGH PARK AVE

ARGENT BLVD

080-03 -00-001

HARTW... AVE

080-00 -03-177

FLATBUSH ST

BRIGHTON RD

080-00 -03-...

048

067-00 -01-010

067-00 -01-035

067-00 -01-067

067-00 -01-034

067-00 -01-039

ALM CT

SHADOWBROOK LN

VILLAGE DR

080-00 -03-116

CALHOUN ST

080-03 -00-007

KINGSMORE CR

080-03 -00-009

080-03 -00-004

080-03 -00-005

MEMORIAL AVE

080-03 -00-016

080-03 -00-015

080-03 -00-014

080-03 -00-022

080-03 -00-018

080-03 -00-017

080-00 -03-041

080-00 -03-077

080-00 -03-079

080-00 -03-040

080-00 -03-159

080-00 -03-042

080-00 -03-045

080-00 -03-046

080-00 -03-161

080-00 -03-162

080-00 -03-068

080-00 -03-069

RED OAKS WAY

080-00 -03-0...

080-00 -03-058



AGENDA

ITEM # 19



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	March 3, 2025
Project:	Zoning Map Amendment – Residential
Applicant:	Jasper County
Tax Map Number:	003-00-01-009
Submitted For:	1 st Reading
Recommendation:	Planning Commission recommends approval of Residential

Description: This is a zoning map amendment request to have a property designated as Residential. The subject property consists of 38 acres and is located at 594 Stokes Bluff Road. The property is currently split zoned Rural Preservation and Residential. The property is separated by Stokes Bluff Road, essentially creating two parcels of land. The portion of the property on the north side of Stokes Bluff is zoned Rural Preservation and is approximately 15.5 acres, while the portion of the property on the south side of Stokes Bluff Road is zoned Residential and is approximately 23 acres. The purpose is to subdivide the property, creating two separate parcels of land, creating a parcel on the north side of Stokes Bluff Road and a parcel on the south side of Stokes Bluff Road.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Resource Conservation”. The rural conservation areas fall alongside the rivers that flank the east and west of Jasper County. These areas are dominated by hydric soils, which are frequently associated with wetlands. In addition, these soils are very poorly suited to support septic systems. These areas should be used primarily for conservation and recreation. Any development should be very low in impact.
- **Adjacent Zoning:** The adjacent parcels are zoned Residential with Rural Preservation to the rear of the property (northern property line).

- ***Adjacent Land Use:*** Adjacent land uses are residential and vacant property.
- ***Traffic and Access:*** The subject property is accessed by Stokes Bluff Road, which is a two-lane state-maintained highway classified as a limited local road.

Recommendation: The Planning Commission reviewed this application at their meeting on February 11, 2025 and recommends approval to have the property designated as Residential.

Attachments:

1. Ordinance
2. Plat of Property
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer
5. Aerial map with wetland layer

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2025 - _____

AN ORDINANCE

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 594 Stokes Bluff Landing Road, bearing Jasper County Tax Map Number 003-00-01-009 from the Rural Preservation and Residential Zoning District to the Residential Zoning District on the Jasper County Official Zoning Map.

WHEREAS, the Jasper County staff has requested the parcel bearing Jasper County Tax Map Number 003-00-01-009 consisting of approximately 38 acres, located at 594 Stokes Bluff Road, be re-zoned from the Rural Preservation and Residential Zoning District to the Residential Zoning District on the Official Zoning Map of Jasper County and that request has been submitted to the Jasper County Planning Commission and County Council; and

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

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having

been shown, approximately 38 acres bearing Jasper County Tax Map Number 003-00-01-009, located at 594 Stokes Bluff Road on the Jasper County Official Zoning Map in the Rural Preservation and Residential Zoning District shall be transferred to the Residential Zoning District.

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

John Kemp
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # 2025-__

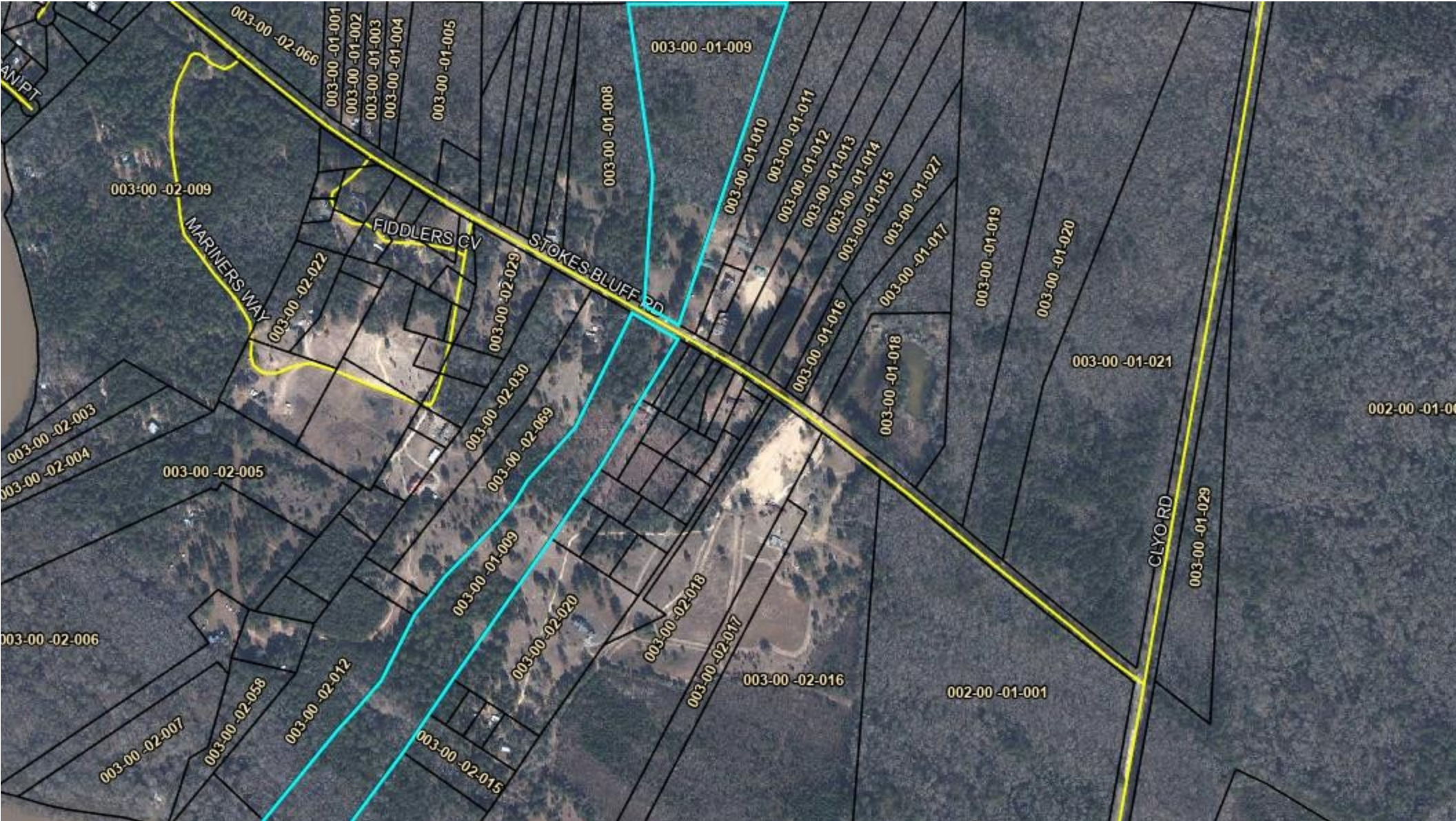
First Reading: March 3, 2025
Second Reading: _____
Public Hearing: _____
Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on
February 11, 2025 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



003-00 -02-009

MARINERS WAY

FIDDLERS CV

STOKES BLUFF RD

CLYO RD

003-00 -02-066

003-00 -01-001
003-00 -01-002
003-00 -01-003
003-00 -01-004

003-00 -01-005

003-00 -01-009

003-00 -01-008

003-00 -01-010

003-00 -01-011

003-00 -01-012

003-00 -01-013

003-00 -01-014

003-00 -01-015

003-00 -01-016

003-00 -01-017

003-00 -01-018

003-00 -01-019

003-00 -01-020

002-00 -01-001

003-00 -02-005

003-00 -02-022

003-00 -02-029

003-00 -02-030

003-00 -02-039

003-00 -01-009

003-00 -02-020

003-00 -02-018

003-00 -02-017

003-00 -02-016

002-00 -01-001

003-00 -01-029

003-00 -02-003
003-00 -02-004

003-00 -02-006

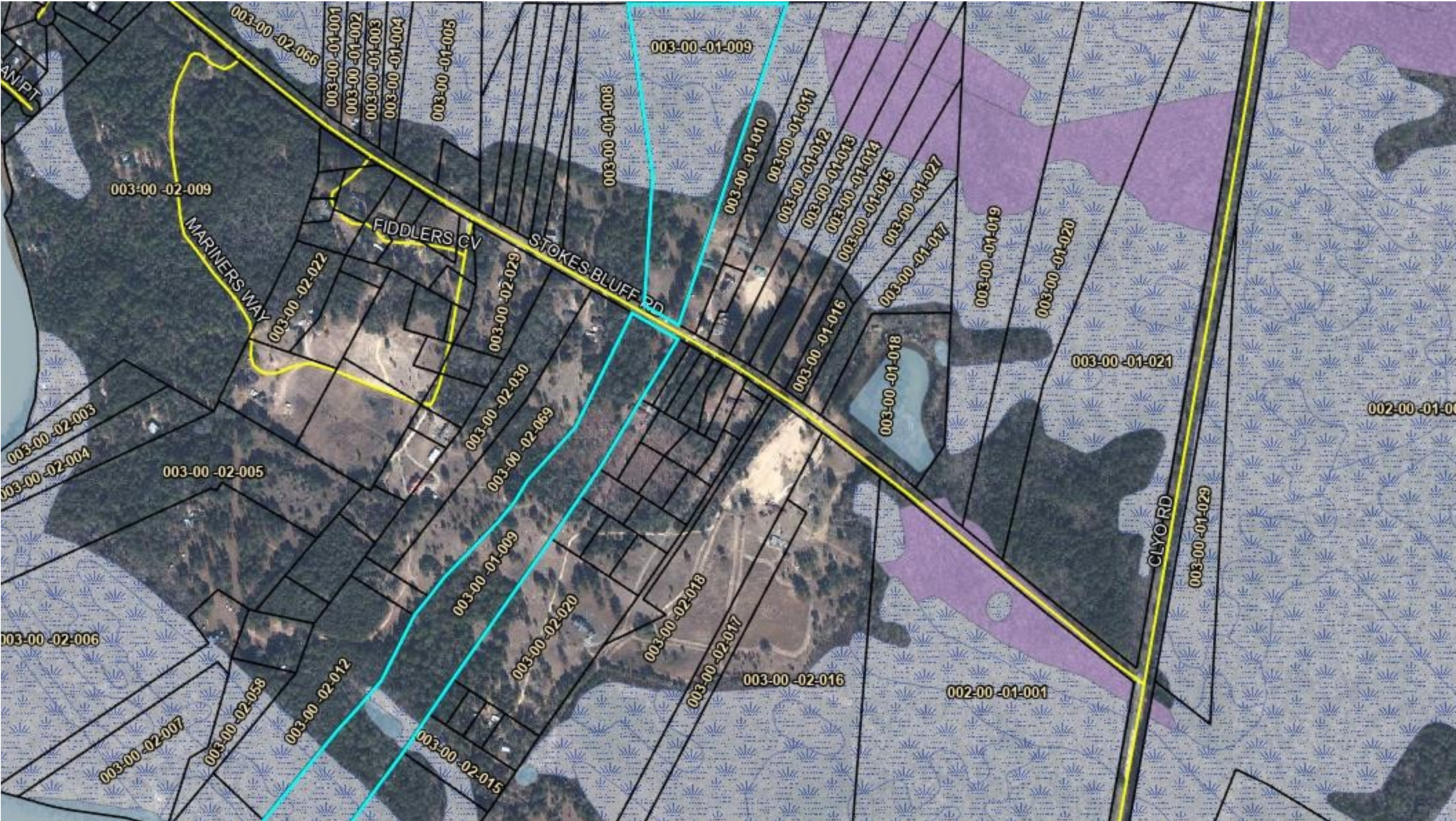
003-00 -02-007

003-00 -02-058

003-00 -02-012

003-00 -02-015





AGENDA

ITEM # 20



Jasper County Planning and Building Services

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

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

Jasper Planning Commission Staff Report

Meeting Date:	March 3, 2025
Project:	Text Amendment – Jasper County Land Development Regulations, Article 2.1.1, <i>Exempt Subdivision</i>
Submitted For:	3 rd Reading
Recommendation:	Planning Commission recommends approval

Description: This proposed ordinance seeks to limit the number of parcels that can be subdivided from a single parcel of land using the State’s exemption to 4 parcels. The State’s exemption allows for parcels that are 5 acres and greater where no new street is involved to be subdivided. Currently, the County’s Land Development Regulations do not limit the number of parcels that can be subdivided from a single parcel of land using the State’s exemption. Over the last few years, Jasper County has received several exempt subdivisions that have created large subdivisions with no community facilities, sidewalks, and other things that should be provided for a community. These types of communities should be considered a major subdivision and developed as such. This ordinance also seeks to define an existing street and existing easement.

Analysis: Jasper County Land Development Regulations, Article 2.1.1, *Exempt Subdivision* states, “*the division of land into parcels of five acres or more where each parcel abuts an existing road right-of-way or access easement recorded prior to January 1, 2018.*”

The State’s exemption states, “*the division of land into parcels of five acres or more where no new street is involved, and plats of these exceptions must be received as information by the planning agency which shall indicate that fact on the plats.*”

As amended, Article 2.1.1.b would read as follows:

Article 2.1.1, Exempt Subdivision - *An exempt subdivision is one which meets one of the following definitions and are included only for the purpose of requiring notification and information to the authorized designee of the Planning Commission, the DSR. The DSR shall be notified by the owner about the exemption, and the plat shall be recorded with the Register of Deeds identifying the exemption from the County’s subdivision standards.*

- a. *The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this Ordinance; or*
- b. ~~*The division of land into parcels of five acres or more where each parcel abuts an existing road right-of-way or access easement recorded prior to January 1, 2018.*~~
The division of land into Parcels of five acres or more, where no new Street or Easement is involved provided, that out of any single tract of land, parcel of lot of land existing as a distinct tax parcel as of July 1, 2024, no more than four (4) such parcels may be created within a five year period.

[Commentary: Existing Streets or Easements must meet the design standards outlined in Article 7.1 of the Jasper County Land Development Regulations; Roadway Classifications.]

- c. *The combination or recombination of entire lots of record where no new street or change in existing streets is involved;*
- d. *The division of land into parcels for conveyance to other persons through the provisions of a will or similar document, and in the settlement of an intestate's estate or as determined by an order of a court of competent jurisdiction;*
- e. *Property trades or swaps between immediately adjacent landowners not resulting in the creation of new parcels of record;*
- f. *Division of land for the purpose of sale or transfer to an immediately adjacent landowner for the sole purpose of enlarging the adjacent landowner's property, and not resulting in the creation of new parcels, or the creation of new nonconforming parcels;*
- g. *The recordation of a plat of land or property for purposes other than the sale or transfer of title to land including the following:*
 - i. *The creation or termination of leases, easements, or liens;*
 - ii. *The creation or termination of mortgages on existing parcels of record, approved subdivisions or commercial projects, partly or undeveloped land;*
 - iii. *Lot line corrections on existing recorded properties;*
 - iv. *The creation, termination or amendment of private covenants or restrictions on land; and*
 - v. *A transfer of title to land not involving the division of land into parcels.*
 - vi. *The public acquisition of land for Right-of-Way or Drainage Easements or any Lot or parcel created therefrom.*

vii. A Parcel of land that is proposed to be used as the site for a Utility substation, power line Easements, or Right-of-Way, pumping station, pressure regulating station, electricity regulating substation, gas pressure control station, or similar facilities.

Recommendation: The Planning Commission reviewed this zoning text amendment at their on November 12, 2024 and recommends approval of the ordinance as proposed.

Attachments:

1. Ordinance
2. Article 2 of the Land Development Regulations

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2025-04

ORDINANCE OF JASPER COUNTY COUNCIL

An Ordinance to Amend Article 2.1.1 of the Jasper County Land Development Regulations, *Exempt Subdivision*, to limit the number of parcels that can be subdivided from a single parcel of land using the State's exemption to 4 individual parcels; to define an existing street and existing easement; and other matters related thereto; and Invoking application of the Pending Ordinance Doctrine.

WHEREAS, The purpose of the Jasper County Land Development Regulations is to provide regulations for the harmonious development of the County; coordination of streets within subdivisions; provide adequate open spaces for traffic, recreation, light, and air; and for a distribution of population and traffic which will tend to create conditions favorable to the health, safety, and welfare of the general public; and

WHEREAS, Section 6-29-1110 of the South Carolina Code of Laws allows exemptions for the division of land into parcels of five acres or more where no new street is involved; and

WHEREAS, Jasper County currently has no limit on the number of parcels that can be subdivided from a single parcel of land using the State's exemption for an exempt subdivision, which has created large subdivisions that do not provide community open space, recreation, and favorable conditions to the health, safety, and welfare of the general public; and

WHEREAS, the Council finds it is in the public interest to invoke the pending ordinance doctrine upon first reading of this Ordinance, and announces a public hearing to be held prior to or at second reading of this Ordinance, tentatively scheduled for the December 2, 2024 regularly scheduled County Council meeting; and

WHEREAS, the Planning Commission has recommended approval by County Council to amend Article 2.1.1 of the Jasper County Land Development Regulations, *Exempt Subdivision*; and

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

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

1. Amend Jasper County Land Development Regulations, Article 2.1.1, *Exempt Subdivision* as follows:

Article 2.1.1, Exempt Subdivision - *An exempt subdivision is one which meets one of the following definitions and are included only for the purpose of requiring notification and information to the authorized designee of the Planning Commission, the DSR. The DSR shall be notified by the owner about the exemption, and the plat shall be recorded with the Register of Deeds identifying the exemption from the County's subdivision standards.*

- a. *The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this Ordinance; or*
- b. ~~*The division of land into parcels of five acres or more where each parcel abuts an existing road right of way or access easement recorded prior to January 1, 2018.*~~
The division of land into Parcels of five acres or more, where no new Street or Easement is involved provided, that out of any single tract of land, parcel of lot of land existing as a distinct tax parcel as of July 1, 2024, no more than four (4) such parcels may be created within a five year period.
- [Commentary: Existing Streets or Easements must meet the design standards outlined in Article 7.1 of the Jasper County Land Development Regulations; Roadway Classifications.]*
- c. *The combination or recombination of entire lots of record where no new street or change in existing streets is involved;*
- d. *The division of land into parcels for conveyance to other persons through the provisions of a will or similar document, and in the settlement of an intestate's estate or as determined by an order of a court of competent jurisdiction;*
- e. *Property trades or swaps between immediately adjacent landowners not resulting in the creation of new parcels of record;*
- f. *Division of land for the purpose of sale or transfer to an immediately adjacent landowner for the sole purpose of enlarging the adjacent landowner's property, and not resulting in the creation of new parcels, or the creation of new nonconforming parcels;*
- g. *The recordation of a plat of land or property for purposes other than the sale or transfer of title to land including the following:*
 - i. *The creation or termination of leases, easements, or liens;*

- ii. *The creation or termination of mortgages on existing parcels of record, approved subdivisions or commercial projects, partly or undeveloped land;*
- iii. *Lot line corrections on existing recorded properties;*
- iv. *The creation, termination or amendment of private covenants or restrictions on land; and*
- v. *A transfer of title to land not involving the division of land into parcels.*
- vi. *The public acquisition of land for Right-of-Way or Drainage Easements or any Lot or parcel created therefrom.*
- vii. *A Parcel of land that is proposed to be used as the site for a Utility substation, power line Easements, or Right-of-Way, pumping station, pressure regulating station, electricity regulating substation, gas pressure control station, or similar facilities.*

John Kemp
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE O-2025-04

First Reading: December 2, 2024
Second Reading: January 6, 2025
Public hearing: January 6, 2025
Adopted: March 3, 2025

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

AGENDA
ITEM # 21



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800*

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Administrator's Report March 3, 2025

1. Ridgeland-Claude Dean Airport:

The runway length justification study has been completed. I will discuss a suggested presentation date for the County Council and the Airport Commission at the same time.

2. Initial Workshops needed and Being Scheduled:

We have agreed that many Council workshops are needed. I would like to offer that I see the following workshops as the top four needed in priority order.

- Budget Preparation Workshop
- Tax Sale Process and Procedures
- New Employee Handbook Review
- Building the Draft Strategic Plan

3. SC Ports Ambassador Program:

I will be out of the office in the afternoon on March 6 and all-day March 7 attending the program which will be held in North Charleston.

The County Administrator's Progress Report and any miscellaneous correspondence, agendas, and minutes follow this report.



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800*

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Progress Report February 19, 2025 – March 3, 2025

1. Euhaw/Broad River Planning Area:
Attended meetings with all Councilmembers individually to review the 2018 Comprehensive Plan update process and the purpose, history, and evolution of the RP-10 zoning designation.
2. Code Enforcement:
Attended a meeting on Feb. 20 with the County Attorney and attorneys from the firm of Finger, Melnick, Brooks & LaBruce to review the proposal and discuss March 3 County Council workshop and regular meeting.
3. Daly Organics:
Attended a meeting on Feb. 24 with developer, developer's counsel and County staff to discuss the remaining issues in the development agreement to go before the County Council at the March 3 County Council meeting.
4. Economic Development Projects:
Met with SCA staff, outside counsel, and the County Attorney on Feb. 19 and Feb. 26 to review active economic development projects. Attended meeting on Feb. 19 with counsel representing Project Salmon to review FILOT structure. To be discussed with County Council during Council workshop on March 3.
5. Other Meetings/Events Attended or Scheduled to Attend:
Jasper County Fire Rescue Awards Banquet on Feb. 21, Transportation Sales Tax Advisory Committee on Feb. 24, GA State of the Ports Address on Feb. 25, and the South Carolina Lowcountry Sentinel Landscape Oyster Roast on March 3.

AGENDA

ITEM # 22



JASPER COUNTY COUNCIL STRATEGIC PLANNING SESSION

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

January 27-28, 2025
MINUTES

Officials Present: Chairman John Kemp, Vice Chairman Joey Rowell, Councilman Chris VanGeison and Councilman Joe Arzillo. Absent: Councilman Sauls

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Lisa Wagner, Danny Lucas, Chief Russell Wells, and Videographer Jonathan Dunham.

Call to Order of Day 1 of the Strategic Planning Session by Chairman Kemp:

Chairman Kemp called the Strategic Planning Session to order at 9AM. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *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.*

The Pledge to the Flag was given and the Invocation was given by Councilman Rowell

Chairman and Administrator's Opening Remarks:

Chairman Kemp noted that the first day of this Strategic Planning Session would be focusing on education. He noted that on the second day it would be a review of the annual audit, staff departments and discussion of strategic planning initiatives. Mr. Fulghum reviewed the agenda and who the speakers / presenters on the agenda would be. He noted that there would be some vendors, consultants and speakers with presentations for Council. The session then continued with the items on the agenda.

Regional Agencies, County Consultants, and Legal Services:

- Vice Chairperson Anna Maria "Tab" Tabernik – Beaufort County Council
 - Discussed collaboration with Jasper County Council.
 - Noted that she was the Jasper County liaison from Beaufort County Council and noted the common issues that Beaufort County and Jasper County had.
 - She mentioned Beaufort County's "Chat with Council". She noted that this was publicized on their website, and it was for the public, with no agenda, and just conversations back and forth.
- Heather Rath – Heather Rath Consulting

- Provided information on her Consulting Firm
- Reviewed her presentation, which can be viewed at via video at: https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA
- Mr. Fulghum noted that Ms. Rath’s contract had ended on 12.31.2024, so staff would like to get her back under contract.
- Claude Hicks and Dex Stewart – Beaufort/Jasper Housing Trust
 - They discussed the history of the Beaufort/Jasper Housing Trust.
 - They discussed the challenge of retaining and having a workforce in these current times.
 - Workforce housing and affordable housing were discussed.
 - They discussed the income-based home repair program and some of its requirements.
- Danny Lucas – LCOG
 - Mr. Lucas noted that he was the Vice Chairman of LCOG.
 - He provided the history of LCOG and discussed information related to what LCOG was about.
- Stephanie Rossi – LCOG
 - She noted that their activities are organized into 5 main program areas:
 - Community and Economic Development
 - Aging and Disability
 - Workforce Development
 - Planning and Transportation
 - Administration and Finance
- John Fleming and Taylor Boykin – SouthernCarolina Alliance
 - Mr. Boykin discussed the fact that SouthernCarolina Alliance is an alliance of 7 counties.
 - Mr. Boykin discussed the mission of SouthernCarolina Alliance.
 - Mr. Fleming discussed the members of the Board:
 - Appointed Members
 - Elected Representatives
 - Partners
 - Executive Committee
 - They discussed information relating to the SouthernCarolina Alliance and how they are funded.
- Alan Linkous and Sam Howell – Howell, Linkous & Nettles
 - They noted that they currently handle the County’s bond matters.
 - They discussed the reasons for having a bond attorney.
 - They discussed the specialty of Municipal Bond Finance areas.
 - They discussed what a bond attorney does.
- Azad Khan – Parker Poe Consulting
 - He noted that they are a boutique consulting practice division of Parker Poe.
 - He noted that they have 4 consultants.
 - He reviewed:
 - Incentive Compliance
 - GASB77 and the ACFR
 - FILOT Modeling, MCIP and Budgeting
 - Fiscal and Economic Impact Modeling
 - Areas of Economic Development and Other Services
- Jennifer Bragg – J. Bragg Consulting, Inc.
 - She discussed information regarding her company.

- She discussed her staff and operations.
- She noted that they were a staff of Senior Experienced Engineers.
- She discussed their services:
 - Transportation Engineering
 - Civil Site Design
 - Hydraulic Engineering / Stormwater Master Plan
 - Project / Program Management
 - Public Outreach / Involvement
 - Permitting
 - Grant Assistance
 - Utility Coordination
- She discussed some of the projects they had worked on with Jasper County:
 - Impact Fees
 - SC 462 at S-19 (Knowles Island Rd)
 - US 17/US 278 at S -29 (Smiths Crossing) Tap Grant Assistance
 - Road Ownership – Pinehaven Lane and Medical Center Drive
 - New River Landing – Determination for Maintenance Agreement
- Ken Holt and Kevin Morris – Holt Consulting Company
 - They noted their work that they provide in the area of Infrastructure
 - Airports
 - Roads
 - Bridges
 - They discussed the breakdown of their capabilities.
 - Aviation
 - Surfaces
 - They discussed their association with Jasper County and the work they have done on the Jasper County Ridgeland Claude Dean Airport
 - They discussed their Career Experience and Surface Experience
 - They noted that they had worked on the Atlanta Hartsville Airport
- Ray Jones and Ryan Ramano – Parker Poe Law Firm
 - They discussed Economic Development.
 - They discussed what they do in the area of Specialty Litigation.
 - They discussed document management.
 - They discussed managing agenda item processing for the County.
- Chris Johnson – Bettis Law Group
 - He discussed Employee Relations.
 - He gave examples of the services they provide for Jasper County:
 - Discrimination
 - Litigation regarding separation of employment
 - Litigation regarding the Firefighter Pay Plan
 - Litigation challenging elimination of positions
 - Counseling of Human Resources in the investigation of harassment allegation
 - Review of pay plans

Day 1 of the Strategic Planning Session adjourned.

January 28, 2025

Officials Present: Chairman John Kemp, Vice Chairman Joey Rowell, and Councilman Chris VanGeison
Absent: Councilman Sauls and Councilman Joe Arzillo.

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Lisa Wagner, Danny Lucas, Chief Russell Wells, and Videographer Jonathan Dunham.

Call to Order of Day 2 of the Strategic Planning Session by Chairman Kemp

Chairman Kemp called the Strategic Planning Session to order at 9AM. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *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.*

The Pledge to the Flag was given and the Invocation was given by Councilman Rowell

Chairman and Administrator's Opening Remarks:

He welcomed everyone and noted that yesterday was a long day but that there was a lot of good information provided. He then turned this over to Mr. Fulghum. Mr. Fulghum went over the four Directors and noted that he had their job descriptions for Council. He recapped some information for the prior day and provided some follow up information on a few topics. He also reviewed other staff that worked for him, and information that he had passed out to Council.

- Presentation and Discussion - Annual Comprehensive Financial Report FY Ended June 30, 2024, Alan Thompson, CPA, Thompson, Price, Scott, Adams & Co.
 - Mr. Alan Thompson provided and discussed an overview of the audit findings for this year.
 - They passed out a copy of the audit and presentation summary.
 - He reviewed their findings through the audit.
 - He noted when asked for a grade value on the audit, that the first half of the year would probably be a "C" but the last half of the year would probably be a "B".
 - For additional information on this item, please view our video at:
https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA
- Presentation and Discussion – Capital Improvements and Investment Plan Margaret Rush and Chris Hance, M.B. Kahn Construction
 - Chris Hance, Preconstruction Manager was present to make this presentation.
 - He noted they were going to provide an update to the Capital Improvement and Investment Plan for 2025

- He introduced the following members of the team:
 - Craig Floyd, Project Executive
 - Margaret Rush, Business Development (who was not able to make it today)
 - Shane Stevens, Director of Preconstruction
 - And himself, Chris Hance, Preconstruction Manager
- They provided an outline of the project infrastructure improvement needs of Jasper County.
- They discussed the following Completed Projects:
 - Farmer's Produce Market
 - Ridgeland Claude Dean Airport Phase 1
 - 112 Weathersby Property for the temporary location of the Pratt Library
 - Jasper County Courthouse
 - Pratt Memorial Library
 - New Fire Rescue Station # 31 (Coosawhatchie Fire Station)
- They discussed the following Proposed Projects:
 - Detention Center
 - Sheriff's Office
 - Emergency Services
 - Clementa Pinckney Government Building
 - 252 Russel Street
 - Ridgeland Grade School
 - Department of Social Services
 - Office of Board of Elections Supervisor
 - Detention Center Additions and Renovations
 - Airport Terminal
 - JARM
- Presentation and Discussion of Staff Work Plan
 - Kim Burgess, Administrative Services Division Director
 - Ms. Burgess gave a review of the Finance Department
 - Ms. Burgess reviewed the responsibilities associated with the Finance Department and its Operations.
 - She discussed the Audit Procedure and the responsibilities the Finance Department has in that area.
 - Ms. Burgess reviewed the other departments/divisions that she manages.
 - She discussed the financial obligations of her departments/divisions, and the responsibilities associated with such.
 - Ms. Burges discussed the overall different Operations and Processes of the other departments/divisions that she manages.
 - Nicole Holt, Human Resources Director
 - Ms. Holt was present to provide an overview of the HR Department.
 - Ms. Holt discussed some of the areas that the HR Department works with:
 - Employee Benefits
 - Payroll
 - Worker's Compensation
 - Employee Relations
 - Recruiting, Onboarding and Retention

- Employee Verification
 - Federal and State Reporting
 - Labor Relations
- Ms. Holt noted a couple of major accomplishments of the HR Department this year:
 - EEO Policy was finalized this year
 - Rollout of a new Employee Handbook
- Ms. Holt gave an overall staff work plan for her department
- Ms. Holt discussed the County HR Department's management of the over 300 employees and Elected Officials that they work with throughout the year.
- Donald Hipp, Detention Center Director and Consultant Arthur Benjamin
 - They discussed:
 - Tasks of the rebuilding due to fire
 - Approved for the intercom system update
 - Progress of going to Live Scan
 - Policies and Procedures of the Facility
 - Discussed Southern Health Partners
 - Mental Health Coordinator working with them
 - Discussed the major issues of the Detention Center Facility and what it provides and its operations.
- Jim Iwanicki, Engineering Services Division Director
 - He noted that their department has six kinds of functions:
 - Building Maintenance
 - Roads and Bridges
 - Engineering Services Administration
 - Central Garage
 - Solid Waste Recycling
 - Mosquito Control
 - He discussed the current and future projects.
 - He discussed staffing needs.
 - He noted that they have 54 buildings that they take care of with a building maintenance staff of 4.
 - He discussed the overview of operations of his departments / divisions.
- Danny Lucas, Development Services Division Director
 - Mr. Lucas discussed:
 - Overview of the Development Services Division
 - Development Services
 - Involved in all external and internal development matters that happen within the County
 - Work with the Southern Carolina Alliance
 - Development Services Division:
 - Airport
 - Parks and Recreation
 - Sgt. Jasper Park
 - Planning
 - Building

- Current Projects such as:
 - Parks and Recreation Master Plan
 - Renovations of the JRYB Field
 - Pratt Memorial Library; and others
 - Boat Landings
 - BMX Property Acquisition
 - Russell Wells, Emergency Services Division Director
 - Chief Wells discussed:
 - Discussed the prior snowstorm and how the agencies operated together
 - 129 full-time employees through six operational divisions
 - Levy Fire District
 - Cherry Point Fire District
 - Fire Rescue Division
 - Community Risk Reduction Division
 - E911 Telecommunications Division
 - Emergency Services Division
 - Current Projects
 - ARFF Vehicle Training of 32 individuals
 - 3rd Party EMS Billing
 - New Fire Engines and Pumps
 - New Coosawhatchie Fire Station
 - Tillman Fire Station replacement
 - Levy Fire Station improvements
 - Minor 911 Communications Center renovation
 - Code Enforcement
 - BRIC grant for County wide stormwater study
 - Fire Extinguisher Training for internal and external customers
 - Targeted Smoke Alarm installation efforts
 - Emergency Management Projects
 - Operations of the Fire Department locations
 - Coosawhatchie Fire Station and its complications
 - Tillman and what the future looks like
- Discussion of Strategic Planning Initiatives for 2025
Mr. Fulghum noted he and the Chairman were going to get together to get some priorities together for you and bring those back to you.
- John Kemp, Chairman – Review Summary and Next Steps
He said this turned out well, and the communication was good. He noted that this allowed the Council to understand the staff better and their needs and the staff understands the Council’s desire for the future. He noted that changing direction, working together through a work in progress will put the County on a better path for the future. He also mentioned having “Town Halls” and getting those started. Councilman Kemp thanked staff and everyone who participated. Mr. Fulghum said that this team was willing to work and build upon solving problems and working together.

For more information on this second day of the Strategic Planning Session, please go to our YouTube Channel for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

John Kemp
Chairman

AGENDA

ITEM # 23

Councilmember
Comments and
Discussion