



Watch Live via YouTube at:

https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

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

To participate in a **Public Hearing for a specific agenda item**, you may either email written public comments to comments@jaspercountysc.gov by **1:00PM on Monday, January 6, 2025**, or you can speak in person at the Council Meeting by signing in on the **Public Hearing Sign In Sheet** located outside the Council Chambers Doors prior to the start of the meeting. **Public Hearing Comments** shall be limited to **3 minutes per person**.

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

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



JASPER COUNTY COUNCIL
COUNCIL MEETING

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

Monday, January 6, 2025

AMENDED AGENDA

5:30PM

1. Call to Order of Council Meeting by Chairman Sauls

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

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

2. Pledge of Allegiance and Invocation

3. Swearing In Ceremonies:

- Swearing In Ceremony for Councilman John Kemp
- Swearing In Ceremony for Councilman William Joseph Rowell III
- Swearing In Ceremony for Councilman Joseph Arzillo
- Swearing In Ceremony for Clerk of Court R. Keith Horton
- Swearing In Ceremony for Sheriff Christopher Malphrus
- Swearing In Ceremony for Coroner Jeremiah Vaigneur

4. Election of Officers:

- Andrew Fulghum – Election of Chairman
- Chairman – Election of Vice Chairman

5. Approval of the Regular Agenda:

PRESENTATIONS

6. None

PROCLAMATIONS

7. **Chairman**: Proclamation presented to Barbara B. Clark for 24 years of Jasper County Council Service.
8. **Chairman**: Proclamation presented to Margaret Bostick for 36 years of Jasper County Clerk of Court Service.
9. **Andrew Fulghum**: Proclamation presented to Arthur Benjamin for 25 years of service for Jasper County as the Director of the Jasper County Detention Center.

RESOLUTIONS

10. **Kimberly Burgess** – Consideration of Resolution [#R-2025-01](#) relating to the Business and Licensure of Peddlers and Hawkers.
- 11: **Andrew Fulghum** - Consideration of Resolution [#R-2025-02](#) for a Special Services Contract with Lowcountry Council of Governments for Grant Administration.
12. **Andrew Fulghum** - Consideration of Resolution [#R-2025-03](#) for a Special Services Contract with Heather Rath Consulting.
- 12A. **Councilman VanGeison** – Discussion / Consideration of Proposed Resolution [#R-2025-04](#) supplementing and amending Resolution [#R-2024-06](#) (County Bank Accounts)

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

13. **Lisa Wagner** – **Public Hearing** and **2nd Reading** of Ordinance [#O-2025-01](#) to amend the Official Zoning Map of Jasper County so as to transfer a property located along Floyd Road, bearing Jasper County Tax Map Number 045-00-01-049, consisting of 3 acres from the Rural Preservation Zone to the Residential Zone on the Jasper County Official Zoning Map. (*1st reading 12.02.2024*)
14. **Lisa Wagner** – **Public Hearing** and **2nd Reading** of Ordinance [#O-2025-02](#) to adopt Planned Development District Zoning, Planned Development District Standards, and Conceptual Master Plan for a tract of land consisting of approximately 223.70 acres, bearing Jasper County Tax Map Numbers 038-00-08-044, located along Bellinger Hill Road, and known as Daly Organics PDD. (*1st reading 12.02.2024*) (Daly Organics PDD)
15. **David Tedder** – **Public Hearing Only** of Ordinance [#O-2025-03](#) Approving a Development Agreement for the Daly Organics Development Property consisting of approximately 223 acres, more or less, owned by Bellinger Hill Properties, LLC in the Bellinger Hill Area of Jasper County, South Carolina, Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code of Ordinances of Jasper county, Authorizing the Chairperson of the Jasper County Council to execute he Development Agreement, and Matters Related Thereto. (*This document is included in the agenda e-packet*) (*1st reading 12.02.2024*) (Daly Organics DA)

16. [Lisa Wagner](#) – **Public Hearing** and **2nd 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*)

17. [Wanda Giles](#) - Consideration of Approval of a Candidate to be Appointed by the Jasper County Council to the Regional Housing Trust Oversight Board.

18. [Wanda Giles](#) – Consideration of the proposed schedule of 2025 County Council Schedule Meeting Dates.

19. Approval of Minutes of 08.27.24; 09.03.24; 09.05.24; 09.16.24; 09.19.24; 10.07.24; 10.21.24; 11.04.24 and 11.18.24

CITIZEN COMMENTS

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

21. Administrator’s Report:

22. Council Members Comments:

23. Executive Session SECTION 30-4-70.

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

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

(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 – [Consulting Agreement with Margaret Bostick](#); [Consulting Agreement with Arthur Benjamin](#)

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

PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM THE EXECUTIVE SESSION.

24: Return to Open Session at 6:30PM

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

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

25. Adjournment:

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

AGENDA

ITEMS # 7 thru 9

Proclamations



PROCLAMATION

Whereas, the Jasper County Council would like to recognize Jasper County Councilwoman Barbara B. Clark; and

Whereas, Councilwoman Barbara B. Clark has served in the capacity of Jasper County Councilwoman, Chairwoman, and Vice Chairwoman for 24 continuous years as of December 31, 2024 providing diligent service to Jasper County; and

Whereas, Councilwoman Barbara B. Clark has dedicated her time, her compassion, and her ethics to assisting the citizens of Jasper County while serving on numerous local and state boards throughout the years; and

Whereas, Councilwoman Barbara B. Clark has been devoted as an Elected Official on the Jasper County Council where she was elected by the people of Jasper County; and

Whereas, Councilwoman Barbara B. Clark was elected by the people of Jasper County to serve as an Elected Official under the title of Jasper County Councilperson from January 1, 2000 until December 31, 2024; and

Whereas, in recognition of Councilwoman Barbara B. Clark's dedication to Jasper County, the citizens of Jasper County; and the many other entities she has been involved with;

NOW THEREFORE, BE IT RESOLVED AND PROCLAIMED, that Jasper County Council in recognition of these contributions to Jasper County, be it known, this 6th day of *January, 2025* that this proclamation has been adopted by the Jasper County Council duly assembled.

Jasper County Council Chairman

Attest: _____

Wanda H. Giles, Clerk to Council

(Seal)



PROCLAMATION

Whereas, the Jasper County Council would like to recognize Jasper County Clerk of Court Margaret Bostick; and

Whereas, Margaret Bostick has served in the position of Jasper County Clerk of Court for 36 years while providing diligent service to Jasper County; and

Whereas, Margaret Bostick was the first African American woman to serve in the Clerk of Court position as well as one of only three in the State of South Carolina at the time; and

Whereas, Margaret Bostick has dedicated her time, her compassion, and her ethics to assisting the citizens of Jasper County; and

Whereas, Margaret Bostick has been devoted as an Elected Official into this position where she was elected by the people of Jasper County; and

Whereas, Margaret Bostick was elected by the people of Jasper County to serve as an Elected Official under the title of Jasper County Clerk of Court from January 1, 1989 until December 31, 2024; and

Whereas, in recognition of Margaret Bostick's dedication to Jasper County, the citizens of Jasper County; and the many other entities she has been involved with;

NOW THEREFORE, BE IT RESOLVED AND PROCLAIMED, that Jasper County Council in recognition of these contributions to Jasper County, be it known, this 6th day of *January, 2025* that this proclamation has been adopted by the Jasper County Council duly assembled.

Jasper County Council Chairman

Attest: _____

Wanda H. Giles, Clerk to Council

(Seal)



PROCLAMATION

Whereas, the Jasper County Council would like to recognize Arthur S. Benjamin Jr., Director of the Jasper County Detention Center for his service; and

Whereas, Arthur S. Benjamin Jr., has served in the position of Jasper County Detention Center Director 25 years as of December 31, 2024 providing diligent service to Jasper County; and

Whereas, Arthur S. Benjamin Jr. has dedicated his time, his compassion, and his ethical leadership to Jasper County Government and to Jasper County; and

Whereas, Arthur S. Benjamin Jr. has been devoted to Jasper County as both an employee and as a Director of the Jasper County Detention Center for the people of Jasper County; and

Whereas, Arthur S. Benjamin Jr. has served efficiently and effectively as a Leader and Director of the Jasper County Detention Center from May 31, 2000 until December 31, 2024; and

Whereas, in recognition of Arthur S. Benjamin Jr.'s dedication to Jasper County Government, Jasper County and the citizens of Jasper County; and

NOW THEREFORE, BE IT RESOLVED AND PROCLAIMED, that Jasper County Council in recognition of these contributions to Jasper County, be it known, this 6th day of *January*, 2025 that this proclamation has been adopted by the Jasper County Council duly assembled.

Jasper County Council Chairman

Attest: _____

Wanda H. Giles, Clerk to Council

(Seal)

AGENDA

ITEM # 10

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
RESOLUTION NO. R-2025-01**

**A RESOLUTION RELATING TO THE BUSINESS AND LICENSURE OF PEDDLERS
AND HAWKERS.**

WHEREAS, S. C. Code of Laws Section 40-41-10, *et seq.*, provides that no person shall as a hawker or peddler expose or sell any goods, wares, and merchandise in any county in this State unless he has received and is ready to produce and exhibit a license of such county so to sell or expose for sale goods, wares and merchandise in such county; and

WHEREAS, S. C. Code of Laws Section 40-41-30 provides that the governing body of each county shall fix and establish such fees in its county at the first meeting in January of each year; and

WHEREAS, S. C. Code of Laws Section 40-41-90 provides for an exemption from the provisions of Chapter 41, Article 1, except for the provisions of Sections 40-14-70 and 40-41-100 (regarding sales within one-half mile of certain religious meetings and penalties), to vendors of newspapers, magazines, vegetables, tobacco, provisions of any kind or agricultural products or to sales by sample by persons traveling for established commercial houses, but provides for applicability to vendors of every other class and kind of goods, wares and merchandise and to sales by sample or otherwise by such hawkers and peddlers of stoves, ranges, clocks, lightning rods, sewing machines, pianos or organs; and

WHEREAS, Jasper County Council adopted a Business License Ordinance, codified at Section 8-31 *et seq.* of the County Code of Ordinances, which incorporates in Section 8-51 a Business License Schedule identified as Appendix B; and

WHEREAS, Appendix B does not establish a general classification for Peddlers and Hawkers because the Rate Class 9.41 “NAICS CODE 454390 *Other Direct Selling Establishments (Regular Peddlers)*” no longer exists; and

WHEREAS, Jasper County wishes to allow peddlers, hawkers and solicitors to

operate only under prescribed conditions in accordance with the aforementioned statute and confirm by Resolution the applicable fees for hawkers and peddlers.

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

Section 1 - Definitions:

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this Resolution, except where the context clearly indicates a different meaning:

- a) "Peddler" means any person who goes from house to house or from place to place soliciting, selling or taking orders for or offering to sell or take orders for any goods, wares, merchandise, or services; except vendors of newspapers, magazines, vegetables, tobacco, provisions of any kind or agricultural products, to sales by sample by persons traveling for established commercial houses, or any other vendor specifically exempted by State Statute, and includes those who may otherwise be identified as "hawkers" or "solicitors."
- b) "County" means the County of Jasper.
- c) "License official" means a person designated to administer the County Business License program.
- d) "Person" means any individual, firm, partnership, LLP, LLC, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company or other group or combination acting as unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.
- e) "Profession" means a calling, occupation, or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly.

Section 2 - License and fee: Every Person engaged in or intending to engage in the Profession of Peddler, in whole or in part, within unincorporated Jasper County, is required to pay an annual license fee to obtain a license.

- a) The required license fee shall be paid for each Peddler before commencing business and will be good in the County until the last day of December next after the date of

issue, and

- b) In compliance with 6-1-400 (G)(1), the license fee for peddlers and hawkers will be equal to a fee double the base rate of their natural class for business license purposes, i.e., door to door vacuum sales would be taxed as sales, not peddling/hawking.

Section 3 - Application for Peddler license: Any Person may apply for one or more Peddler licenses at the Clerk of Court's Office, or upon receipt by the Jasper County Administrator of a letter from the Clerk of Court requesting to delegate the administration the Peddler license program to the County License Official's office and a confirmation by the Administrator of such responsibilities, at the Jasper County Business License Office (in-person or on-line). The Clerk of Court, or in the case there has been a delegation of authority, the Business License Office, shall issue such permit upon payment of the applicable fee.

Adopted this 6th day of January 2025

Chairperson

ATTEST:

Wanda Giles, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney:

David Tedder

Date



CONSULTANT AGREEMENT

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

Consultant shall be further identified as follows:

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

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

1. Work to be performed. Consultant agrees to perform the work described in this Section (the “Work”) and shall report in writing and phone to Client with whatever frequency and regarding whatever subject matter Client may require to keep Client informed about Consultant’s activities under this Agreement. Work to include but not limited to:

- **General consulting services on projects directed by Jasper County**

2. Period of performance. The period of performance of the Work shall commence on January, 1st, 2025, and shall continue through December 31, 2025, unless this Agreement is extended or terminated earlier pursuant to this agreement. This Agreement may be renewed or extended for an additional period by agreement of both Parties.

3. Contract type. Fixed monthly fee. Client shall pay the Consultant a fixed monthly fee of \$2300.00 beginning January 2025 each month and ending December 31st, 2025.

4. Submission and payment of invoices. Consultant shall submit invoices for the performance of the Work at the intervals specified. Invoices shall be submitted to: Tisha L. Williams, Executive Assistant, tllwilliams@jaspercountysc.gov.

5. Changes and modifications. Any material change to the Work or the terms of this Agreement must be set forth in a writing and signed by the Parties.

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

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

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

Agreed to:

Accepted by:

Heather Rath Consulting

Jasper County

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

By: X
Name: Andrew Fulghum, Jasper County

Date: 1/1/2025

Date: X

AGENDA

ITEM # 11

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2025-02

**RESOLUTION OF JASPER COUNTY COUNCIL TO
APPROVE SPECIAL SERVICES CONTRACT WITH
LOWCOUNTRY COUNCIL OF GOVERNMENTS
FOR PROJECT AND GRANT ADMINISTRATION AND
TECHNICAL SERVICES RELATED TO THE PROJECT, AND
MATTERS RELATED THERETO**

WHEREAS, Jasper County has applied for a grant from the Environmental Protection Agency (EPA) for a project identified as Investing in Resilience in Levy Limehouse and, if awarded, would like to enter into an agreement with the Lowcountry Council of Governments (Contractor), a non-profit public agency duly organized and operating under the Code of Laws of the State of South Carolina, 1976, as amended, to provide the administrative and technical services related to the project and the grant, as described in the agreement attached to this resolution (Exhibit A.)

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

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

WHEREAS, the Contractor has provided similar services to the County for other projects within the county and is experienced in the administration of similar projects and grants for Jasper County and other counties and municipalities in the region.

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

WHEREAS, the Jasper County Council desires to utilize the Contractor's expertise related to the administration of the project and the grant, and the provision of technical services related to the project and the grant.

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

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

SIGNATURES FOLLOW

This Resolution No. R- 2025-02 made this 6th day of January 2025.

Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

ADMINISTRATIVE AGREEMENT

THIS AGREEMENT, entered into as of this ____ day of December, 2024, by and between the Lowcountry Council of Governments, a non-profit public agency duly organized and operating under the Code of Laws of the State of South Carolina, 1976, as amended, and hereinafter referred to as the “Contractor”; and Jasper County, a political subdivision of the State of South Carolina, hereinafter referred to as the “Client”:

WITNESSETH THAT:

WHEREAS, the Client desires to engage the Contractor to render certain technical and professional services;

NOW THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor. The Client hereby agrees to engage the Contractor and the Contractor hereby agrees to provide technical assistance as herein set forth.

Section 2. Scope of Services. The Contractor shall do, perform, and carry out in a satisfactory and proper manner, the following services for the project as described and designated below. All work activities undertaken pursuant to the provisions of this Section shall benefit residents of the area on a non-discriminatory basis. Work elements shall be performed in accordance with the following detailed work descriptions.

This project entails the administration of a Environmental Protection Agency project identified as Investing in Resilience in Levy Limehouse, which has been awarded to the Client as Grantee. Specific work elements and conditions are as follows:

A. General Administration. This encompasses:

1. The establishment and maintenance of a financial management system in accordance with EPA and other applicable federal guidelines (2 CFR Part 200).
2. The development of a mechanism for monitoring EPA activities and overall program performance.
3. The preparation of necessary reports concerning monitoring reviews and evaluations.
4. The scheduling of periodic briefing sessions with the Client to discuss program progress. Representation on behalf of the Client at all official site visits or monitoring visits made by the officials of the Environmental Protection Agency.
5. Coordination of all related matters regarding Investing in Resilience in Levy Limehouse project).
6. Assistance in complying with any special grant conditions.
7. Preparation and submission of required reports to the Environmental Protection Agency.

B. Financial Management. This shall encompass:

1. Coordination of all financial activities pertaining to Investing in Resilience in Levy Limehouse project arising amongst the Environmental Protection Agency; the Client; its subrecipients (if applicable); and any contractors performing work funded under the description of the project by the grant for the duration of the project.
2. Monitoring of all expenditures such that all Requests for Payment for EPA funds are accompanied with accurate and appropriate documentation. The Contractor reserves the right to initiate the request for the drawdown of funds in order to maintain an accurate log of such requests. The Contractor shall keep a financial file with copies of all pertinent correspondence, forms and documents related to the financial record of the project on behalf of the Client. All draws will be processed by the Contractor to insure that the proper signatures accompany all forms, documents and checks and that all disbursement of EPA funds is accomplished in accordance with the grant budget.
3. Instructing the Client to include grant funds as a part of its annual audit as specified in 2 CFR Part 200. The audit shall be completed in a timely manner and submitted to the Environmental Protection Agency. All costs associated with the audit shall be paid for by the Client.
4. Submission of the final statement of expenditures and the close out report to the Environmental Protection Agency.

C. Project Implementation. This encompasses, as applicable:

1. Oversight authority for the coordination of all elements of project performance including, but not limited to, engineering, acquisition, construction, etc. in accord with the provisions of the South Carolina Procurement Code, specifically, and all applicable federal, state and local codes in general.
2. Supervisory authority as agent for the Client to ensure that the procedures followed in project implementation are in compliance with all applicable federal, state, and local regulations.

D. Client Responsibility. The Client agrees to:

1. Provide the Contractor with all information relevant to the administration of the project for which EPA funding is to be applied.
2. Authorize the Contractor to coordinate EPA activities with the full cooperation of all Client offices directly involved.
3. Provide the Contractor with adequate work space and equipment to carry out specific activities involved in administering the project when at Client offices.
4. Respond in a timely and efficient manner to Contractor requests for meetings, signatures, etc. and/or any other need determined to be germane to the orderly administration of the EPA project.

Section 3. Time of Performance. The services of the Contractor shall commence as soon as practicable after the execution date of this agreement and shall be considered complete upon written notification from the Environmental Protection Agency (EPA) that Investing in Resilience in Levy Limehouse has been programmatically closed and that all approved program beneficiaries have been documented and accepted. The contractor will follow-up with the client to ensure documentation is submitted necessary for issuance of the Notification of Final Close-out of the grant from EPA.

Section 4. Personnel.

- A. The Contractor represents that he has or shall secure all personnel required to perform the services under this contract.
- B. All of the services rendered forthwith shall be performed by the Contractor with qualified personnel who shall be authorized or permitted under state and local law to perform such services.
- C. The Contractor shall designate a Project Administrator for the grant who will then act as agent for the Client in representations to the Environmental Protection Agency

Section 5. Compensation. The Client agrees to pay the Contractor for actual costs incurred within the scope of this contract not to exceed the following amounts:

General Administration: \$155,000

The Contractor will invoice the Client as services are rendered.

Section 6. Contract Termination. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days before the effective date of such termination. Upon termination of this Agreement as herein provided shall for with cease. Should the Agreement be terminated by either party, the Contractor reserves the right to request an immediate financial and programmatic monitoring by the Environmental Protection Agency.

Section 7. Changes. The Client may require changes in the work and services which the Contractor is to perform hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Contractor and the Client shall be incorporated within this Agreement as a written attachment hereto.

Section 8. Assignability. The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Client.

Section 9. Copyright. Except as may otherwise be provided for under the terms and conditions of this Agreement, the Contractor retains the right to copyright any books, publications, or other copyrightable materials which may be developed in the course of performance under the terms conditions of this Agreement. However, the federal awarding agency and state funding agency reserves a royalty fee, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal government and state funding agency purposes, the following:

- A. The copyright in any work developed under this Agreement; and
- B. Any rights of copyright which a subcontractor purchases with grant support.

Section 10. Ownership of Documents. Original drawings and specifications, as instruments of service, are considered the property of the Client whether or not the work for which they were created is performed or the project implemented. All copies of such drawings and specifications shall likewise be considered the property of the Client.

Section 11. Ownership of Property. Title property acquired in whole or in part with grant funds shall be vested in the Client, subject to divestment by the Environmental Protection Agency where its use for project or other approved EPA activities is discontinued. The Contractor shall file a Property Inventory Control form on behalf of the Client at the time of financial close-out of the project with the appropriate agency. It shall then be the responsibility of the Client to conduct a physical biannual inventory of property to be verified with the submitted Property Inventory Control Form.

Section 12A. Maintenance of Records. Records for non-expendable property purchased totally or in part with federal funds must be retained for three (3) years after close-out of the EPA allocation to the State has been approved. Grantees will be notified when this occurs. All other pertinent grant records, including financial records, supporting documentation, statistical records, etc., shall be retained for a minimum of three (3) years after the final close-out report. However, if any litigation, claim, or audit is started before the expiration of the three (3) year period, then the records must be retained for an additional three (3) years after the litigation, claim, or audit is resolved. For this reason, the Contractor shall provide the Client with file records of all activities pertinent to the EPA project for which this Agreement is executed at time of successful project close-out. The Client shall then be responsible for the maintenance of records.

Section 12B. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the Client to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for examination and audit purposes to the Client, EPA representatives, the Comptroller General of the United States, Department of Economic Development or any of their duly authorized representatives and will be retained for three (3) years after the expiration of this Agreement and all other pending matters are closed.

Section 13. Interest of Contractor. The Contractor covenants that he presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 14. Conflicts of Interest.

A. Interest of Certain Federal or State Officials: No elected or appointed State or Federal Official shall be admitted to any share or part of this Agreement or to any benefit which may arise from the same.

B. Interest of Members, Officers, or Employees of Contractor, Members of Local Governing Body, or Other Public Officials: No member, officer, or employee of the Contractor, or its designees or agents; and no member of the governing body of the locality or localities in which the project is situated, and no other public official of such locality or localities who influences any function or responsibility with respect to the project during his tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the

Agreement. The Contractor shall incorporate, or cause to be incorporated, in all such contract or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

Section 15. Obligation of Client with Respect to Certain Third Party Relationships. The Client shall remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the project with respect to which assistance is being provided to the Client under the terms and conditions of this Agreement. Should the Client not be the applicant for EPA funds, but a subrecipient thereto, the Client shall nonetheless comply with all the lawful requirements that would normally obtain to an applicant for EPA funds to insure that the project being assisted under the terms of this Agreement is implemented in accordance with the Applicant's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities under Section 104(h) of the Housing and Community Development Act of 1971, as amended.

Section 16. Non-Discrimination Under Title VI of the Civil Rights Act of 1964. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L.88-352) and EPA regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Client, as grantee of the federal funds, shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Client, as grantee, and the United States of America, are beneficiaries of and entitled to enforce such covenant. The Client, as grantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

Section 17. Equal Employment Opportunities.

A. In administering the project, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection to training, including apprenticeship. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause.

B. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, except contracts subject to Executive Order 11246 as amended (assisted construction contracts).

Section 18. Age and Handicap Discrimination. In accordance with 45 CFR Parts 90 and 91, and Section 504 of the Rehabilitation Act of 1973, as amended, there shall be no bias or discrimination because of age or handicap as to benefits and participation under the provisions of this Agreement.

Section 19. Confidential Information. Any reports, information, data, etc., given to, prepared, or assembled by the Contractor under this Agreement which the Client requests to be confidential shall not

be made available to any individual or organization by the Contractor without the prior written approval of the Client.

Section 20. Null and Void. Should any section or requirement of this Agreement be repealed by decision of the Attorney General, action of the State Courts, or change in the rules and regulations of the federal or state agencies providing funds for the purpose of implementing this Agreement, then only that portion of the Agreement determined to be null and void is to be so declared and removed as inapplicable with no effect on the remaining provisions of this Agreement.

This Agreement formally entered into and agreed upon on this ____ day of December, 2024 by:

LOWCOUNTRY COUNCIL OF GOVERNMENTS

Sabrena Graham, Executive Director

Witness

JASPER COUNTY

Andrew P. Fulghum, Administrator

Witness

AGENDA

ITEM # 12

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2025 -03

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

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

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

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

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

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

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

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

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

SIGNATURES FOLLOW

This Resolution No. R- 2025-03 made this 6th day of January 2025.

Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date



CONSULTANT AGREEMENT

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

Consultant shall be further identified as follows:

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

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

1. Work to be performed. Consultant agrees to perform the work described in this Section (the “Work”) and shall report in writing and phone to Client with whatever frequency and regarding whatever subject matter Client may require to keep Client informed about Consultant’s activities under this Agreement. Work to include but not limited to:

- **General consulting services on projects directed by Jasper County**

2. Period of performance. The period of performance of the Work shall commence on January, 1st, 2025, and shall continue through December 31, 2025, unless this Agreement is extended or terminated earlier pursuant to this agreement. This Agreement may be renewed or extended for an additional period by agreement of both Parties.

3. Contract type. Fixed monthly fee. Client shall pay the Consultant a fixed monthly fee of \$2300.00 beginning January 2025 each month and ending December 31st, 2025.

4. Submission and payment of invoices. Consultant shall submit invoices for the performance of the Work at the intervals specified. Invoices shall be submitted to: Tisha L. Williams, Executive Assistant, tllwilliams@jaspercountysc.gov.

5. Changes and modifications. Any material change to the Work or the terms of this Agreement must be set forth in a writing and signed by the Parties.

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

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

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

Agreed to:

Accepted by:

Heather Rath Consulting

Jasper County

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

By: X
Name: Andrew Fulghum, Jasper County

Date: 1/1/2025

Date: X

AGENDA

ITEM # 12A

* * no information
provided for the
packet * *

AGENDA

ITEM # 13



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:	January 6, 2025
Project:	Zoning Map Amendment – Residential
Applicant:	Jasper County
Tax Map Number:	045-00-01-049
Submitted For:	1 st Reading
Recommendation:	Planning Commission recommends approval of Residential

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

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

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

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

Attachments:

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

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: O-2025 -01

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

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

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

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

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

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

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

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

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

Chairman

ATTEST:

**Wanda Giles
Clerk to Council**

ORDINANCE: # O-2025-01

First Reading: December 2, 2024

Second Reading: January 6, 2025

Public Hearing: January 6, 2025

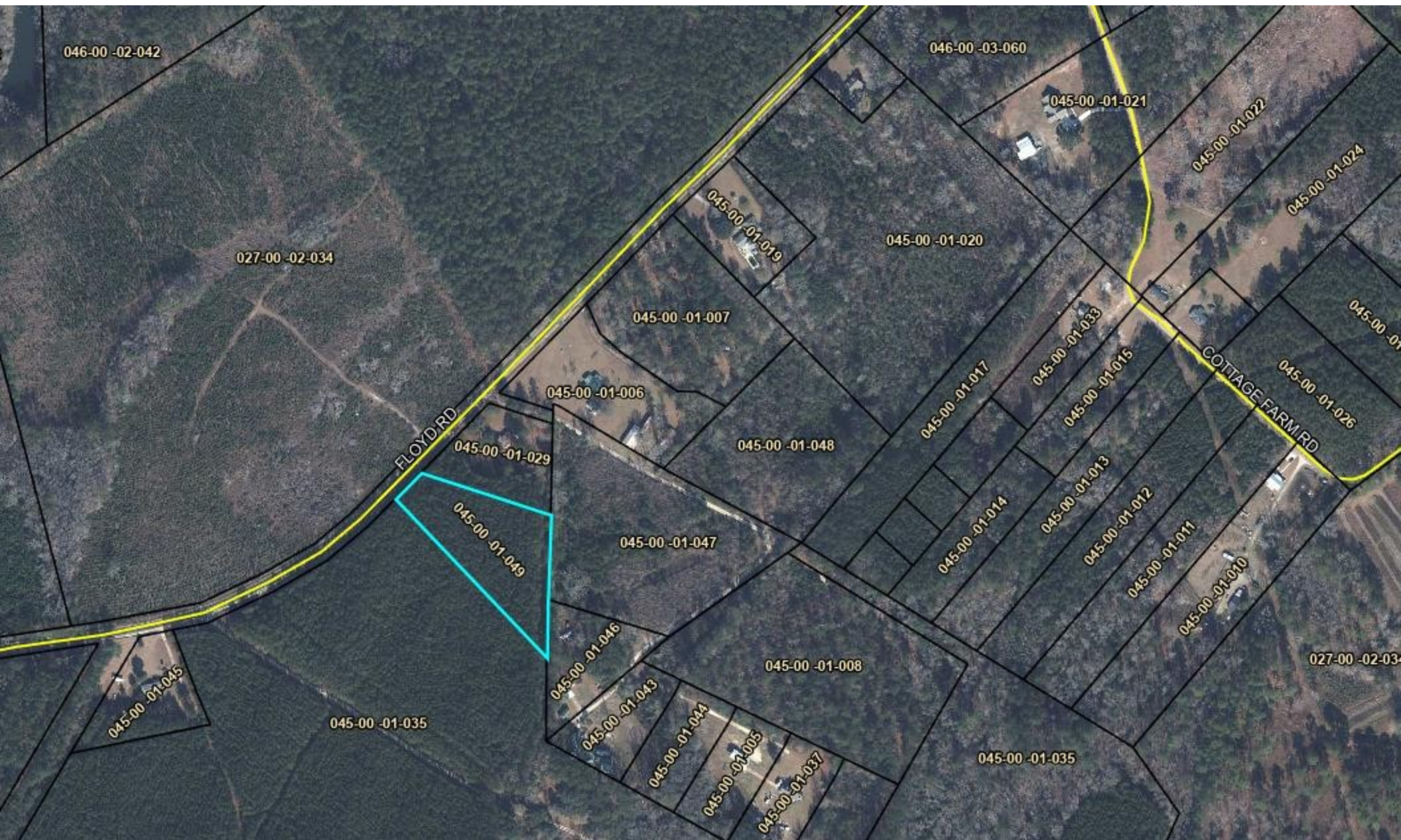
Adopted: _____

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



046-00 -02-042

046-00 -03-060

027-00 -02-034

045-00 -01-021

045-00 -01-022

045-00 -01-024

045-00 -01-020

045-00 -01-019

045-00 -01-007

045-00 -01-025

045-00 -01-006

045-00 -01-033

COTTAGE FARM RD

045-00 -01-026

FLOYD RD

045-00 -01-029

045-00 -01-048

045-00 -01-017

045-00 -01-015

045-00 -01-049

045-00 -01-047

045-00 -01-014

045-00 -01-013

045-00 -01-012

045-00 -01-011

045-00 -01-010

027-00 -02-034

045-00 -01-045

045-00 -01-035

045-00 -01-008

045-00 -01-035

045-00 -01-046

045-00 -01-043

045-00 -01-044

045-00 -01-005

045-00 -01-037



AGENDA

ITEM # 14



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:	January 6, 2025
Project:	Zoning Map Amendment and Concept Plan - Planned Development District – Daly Organics PDD
Applicant:	Bellinger Hill Properties, LLC Madison and James Daly
Tax Map Number:	038-00-08-044
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission recommends approval of the PDD designation and Concept Map. The Planning Commission also recommends that the PDD Standards limit the uses to only allow commercial and industrial uses that support the Daly Organic Farm, including the existing composting and mulching operation, and the proposed bagging facility.

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

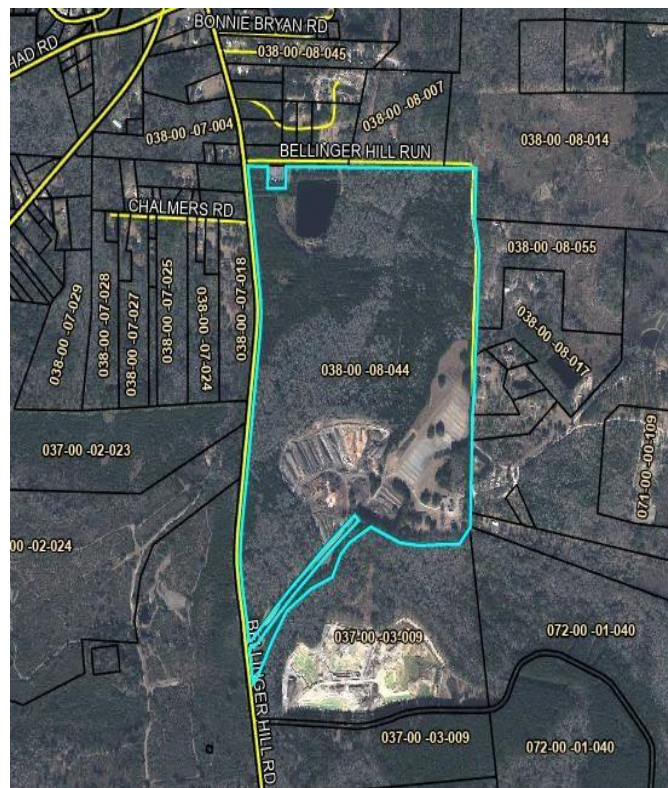
Analysis: In accordance with Article 8:1 of the Jasper County Zoning Ordinance, the intent of a PDD is to encourage flexibility in the development of land to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare. The PDD regulations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

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

Table 1. Adjacent Land Uses and Zoning Designations

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

Figure 1.



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

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

The proposed PDD will establish the following:

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

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

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

Attachments:

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

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024 -02

**AN ORDINANCE OF
JASPER COUNTY COUNCIL**

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

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

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

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

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

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

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

Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: # O2024-02

First Reading: December 2, 2024

Public Hearing: January 6, 2025

Second Reading: January 6, 2025

Adopted: _____

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

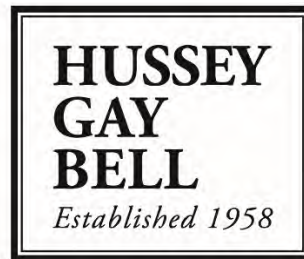
Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

PLANNED DEVELOPMENT DISTRICT AND CONCEPT PLAN

JASPER COUNTY, SOUTH CAROLINA



FOR

DALY ORGANICS



BELLINGER HILL PROPERTIES, LLC

1465 BELLINGER HILL ROAD

HARDEEVILLE, SC 29927

BY

HUSSEY GAY BELL

329 COMMERCIAL DRIVE

SAVANNAH, GA 31406

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

**PLANNED DEVELOPMENT DISTRICT
AND
CONCEPT PLAN**

DALY ORGANICS

TABLE OF CONTENTS

SECTION I – SITE DEVELOPMENT

A.	The Property	3
B.	Planned Development District and Development Agreement Process	4
C.	Concept Plan	4
D.	Environmental Protection	7
E.	Cultural and Historical Resources	7
F.	Water and Sewer Service	8
G.	Utility Service	8
H.	Roadways and Traffic	8
I.	Parking	9
J.	Stormwater Management	10

SECTION II - LAND USE

A.	Introduction and Narrative	11
B.	Allowed Land Uses	12
C.	Allowed Density	12
D.	Definitions of Land Use Terms and Density Terms	13

LIST OF APPENDICES

Appendix A	Site Location Map
Appendix B	Recorded Plat
Appendix C	Freshwater Wetlands Delineation
Appendix D	USDA Soils Data
Appendix E	Aerial Site Map
Appendix F	USGS Quadrangle Map
Appendix G	FEMA Map
Appendix H	Conceptual Master Plan
Appendix I	Development Schedule

DALY ORGANICS

PLANNED DEVELOPMENT DISTRICT

CONCEPT PLAN

SECTION I – SITE DEVELOPMENT

A. THE PROPERTY

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

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

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

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

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

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

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

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

The PDD overlay zone was adopted by the Jasper County Council to permit and encourage the effective, efficient, and economical development of large tracts of land in Jasper County. The PDD application will be accompanied by a Development Agreement, the intent of which is to protect the rights and entitlements specified in the PDD for the property from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the PDD or in any way hinder, restrict, or prevent the development of the project. The Development Agreement will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State. The Development Agreement is being made and entered between Owner and The Jasper County Council, under the terms of the Act, for the purpose of providing assurances to Owner that it may proceed without encountering future changes in law which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to Jasper County. The Owner as well as its successors, assigns, and future owners will adhere to the provisions of the PDD and Development Agreement for the duration that each remains in effect, unless one or both is modified or extended through mutual agreement with the Jasper County Council.

C. CONCEPT PLAN

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

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

The Conceptual Master Plan is included in Appendix H.

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

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

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

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

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

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

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

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

General Requirement	Description of Proposal
N/A	N/A

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

D. ENVIRONMENTAL PROTECTION

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

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

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

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

E. CULTURAL AND HISTORICAL RESOURCES

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

F. WATER AND SEWER SERVICE

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

G. UTILITY SERVICE

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

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

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

H. ROADWAYS AND TRAFFIC

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

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

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

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

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

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

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

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

I. PARKING

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

J. STORMWATER MANAGEMENT

Daly Organics PDD shall conform to the Jasper County ZO, LDR and Stormwater Management Ordinance in effect at the time of Master Plan approval for the Daly Organics PDD as well as all other applicable state and federal requirements. Sufficient stormwater best management practices will be employed in the development of the PDD to ensure runoff leaving the site does not degrade water quality within surrounding wetlands and the receiving waterways.

SECTION II – LAND USE

A. INTRODUCTION AND NARRATIVE

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

The Concept Plan consists of the following land use areas:

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

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

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

B. ALLOWED LAND USES

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

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

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

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

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

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

Any easement that occurs within the property shall have the same land uses as any of the adjacent land uses. Any restrictions shall be based on the legal definition of the easement.

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

C. ALLOWED DENSITY

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

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

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

D. DEFINITIONS OF LAND USE TERMS AND DENSITY TERMS

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

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

1. Industrial Development

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

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

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

2. General Commercial

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

a. Permitted Uses:

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

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

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

3. Maintenance Areas

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

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

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

4. Open Space

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

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

5. Setbacks and Buffers

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

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

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

6. Signage Control

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

7. Wetlands

This designation allows the following uses within wetlands. Freshwater wetlands on the property shall be those areas over which the applicable governmental agencies claim jurisdiction for freshwater wetlands. Unless restricted via a future Memorandum of Agreement (MOA) to the contrary, the following are permitted uses:

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

8. Utilities

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

- a. Potable water supply and distribution
- b. Wastewater collection, treatment and disposal
- c. Stormwater collection, treatment and detention
- d. Irrigation

- e. Communication towers
- f. Satellite antennas
- g. Cable television facilities
- h. Telephone facilities
- i. Power transmission and distribution
- j. Fiber optic lines
- k. Other utility services (i.e., Internet access and other telecommunication uses)

Certain community-wide infrastructure is required for the development of any large, master-planned community. This infrastructure may include, but is not limited to the following:

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

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

APPENDIX A

SITE LOCATION MAP

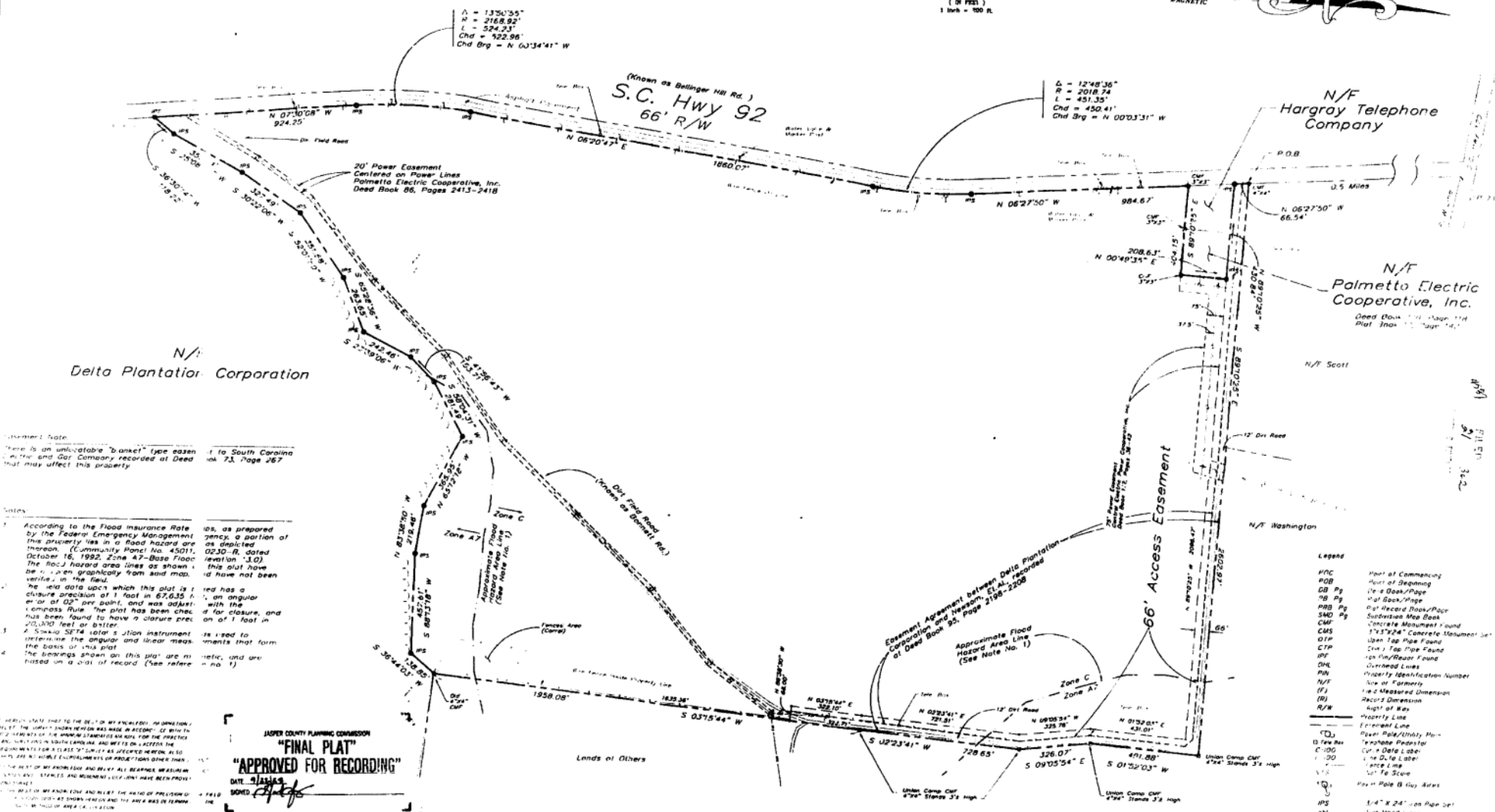
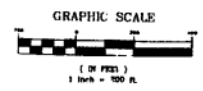


VICINITY MAP

APPENDIX B

RECORDED PLAT

THESE PLANS AND ALL INSTRUMENTS HEREON SHALL BE VOID AND OF NO EFFECT UNLESS THEY ARE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF SOUTH CAROLINA. THE REGISTER OF DEEDS SHALL NOT BE RESPONSIBLE FOR THE CONTENTS OF THESE PLANS AND ALL INSTRUMENTS HEREON WHICH ARE NOT RECORDED.



Disclaimer Note:
There is an unrecorded "docket" type easement for the Hargray Telephone Company recorded at Deed Book 96, Page 247 that may affect this property.

Notes:
1. According to the Flood Insurance Rate Map of Jasper County, South Carolina, dated October 15, 1992, Zone A Flood Hazard Area is shown as shown on this plat. This plat has not been verified in the field.
2. The field data upon which this plat is based has a closure precision of 1 foot in 67,635 feet, an angular error of 0.2" per point, and was adjusted by the compass rule. The plat has been checked for closure and is found to be within 20,000 feet or better.
3. A South Carolina State's Lien Instrument is used to determine the angular and linear measurements of this plat.
4. The bearings shown on this plat are magnetic, and are based on a declination of 13° 50' 55" West.

JASPER COUNTY PLANNING COMMISSION
"FINAL PLAT"
"APPROVED FOR RECORDING"
DATE: 11/28/92
DRAWN: JAD

THOMAS & HUTTON ENGINEERING CO.
P.O. BOX 1400 SAVANNAH, GEORGIA 31402
3 WOODLAWN PROFESSIONAL BLVD. (912) 303-5000



References:
1. Survey of 1098.28 Acres of Land Owned by Union Camp Corp., prepared for Union Camp Corp. by M.J. Gardner under the direction of Neil Lamar Anderson, South Carolina R.L.S. No. 4412, dated September 30, 1987.
2. Corner Lot of Lands of Allen Paulson, prepared for Allen Paulson by Thomas & Hutton Engineering Co., dated 6/25/90.
3. Palmetto Electric Corporation, Lands of Allen Paulson, prepared for Palmetto Electric Corporation, by Thomas & Hutton Engineering Co., dated 6/25/90.

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

Boundary Survey of a 223.696 Acre Portion of the Lands of Delta Plantation Corporation Being a Portion of the Union Camp Corp. Pierpont Tract Situated in Jasper County, South Carolina
Prepared For:
James A. Daly & Lake Walker Daly
Date: September 8, 1992

Legend

P/C	Part of Commencing
P/B	Point of Beginning
DB Pg	Deed Book/Page
TS Pg	Title Book/Page
MS Pg	Map Sheet/Pair
SMD Pg	Subdivision Map Book
CMF	Concrete Monument Found
CMU	1"x1/2"x1/2" Concrete Monument Found
OTF	Open Top Pipe Found
OTB	Open Bottom Pipe Found
DL	Overcrossed Lines
PK	Property Identification Number
SP	Site of Farming
(F)	Field Measured Dimension
(R)	Record Dimension
R/W	Right of Way
HL	Highway Line
EL	Easement Line
RP	Right of Passage/Utility Pole
DB	Deed Book
C-100	Color Label
1-100	Line Label
1-1	Line Label
1-2	Line Label
1-3	Line Label
1-4	Line Label
1-5	Line Label
1-6	Line Label
1-7	Line Label
1-8	Line Label
1-9	Line Label
1-10	Line Label
1-11	Line Label
1-12	Line Label
1-13	Line Label
1-14	Line Label
1-15	Line Label
1-16	Line Label
1-17	Line Label
1-18	Line Label
1-19	Line Label
1-20	Line Label

APPENDIX C

FRESHWATER WETLANDS DELINEATION

GREENTREE LAND MANAGEMENT

February 28, 2022

SCDHEC Solid Waste Permitting and Monitoring

Attn: Summer Justice

2600 Bull Street

Columbia, SC 29201

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

Dear Ms. Justice:

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




Sincerely,

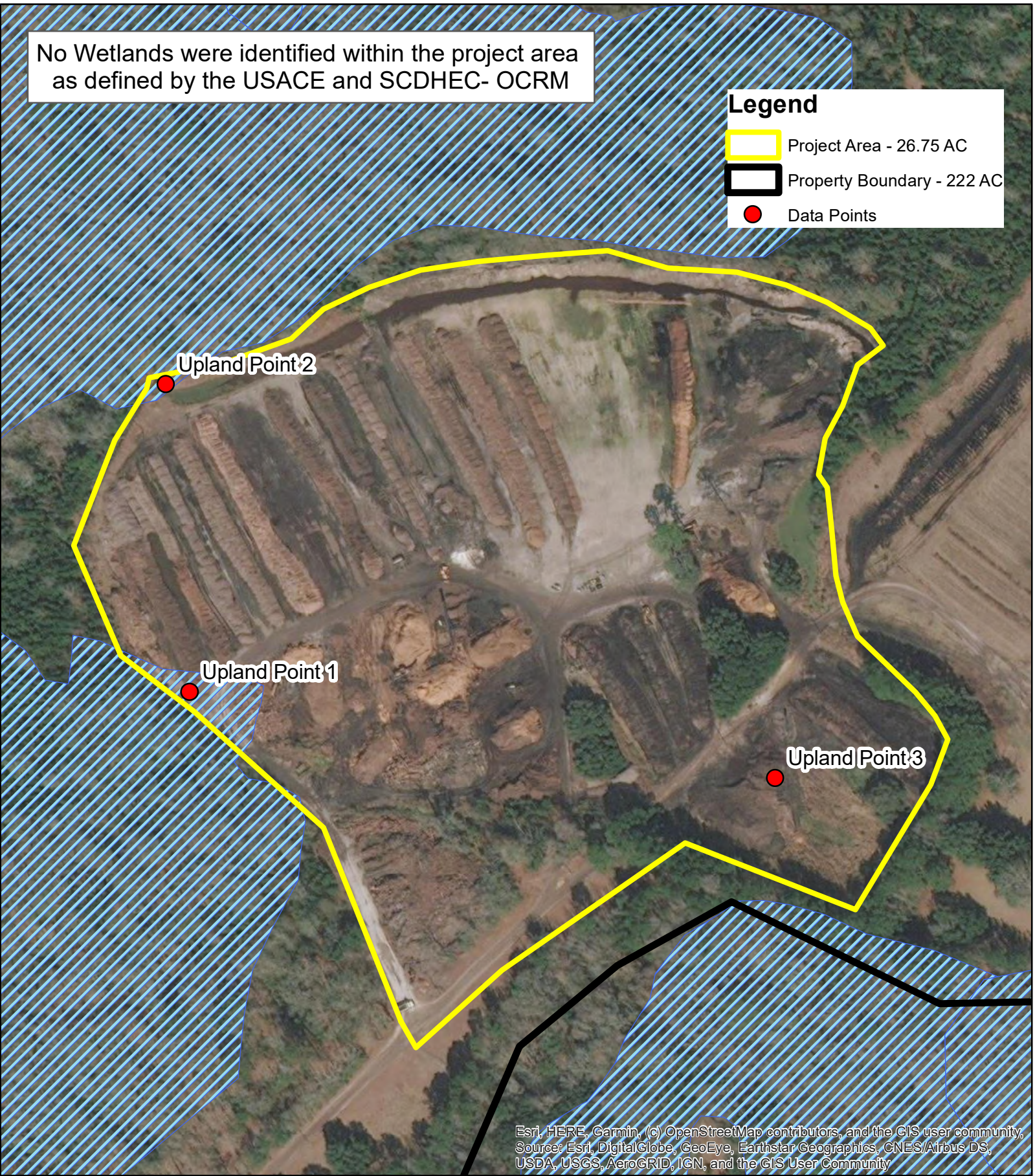
A handwritten signature in black ink, appearing to be 'RS', with a long horizontal line extending to the right.

Robert Strange
Greentree Land Management
SCRF # 1931

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

Legend

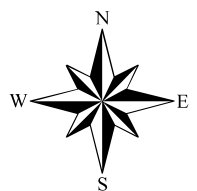
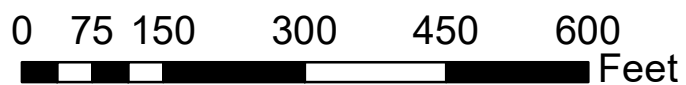
-  Project Area - 26.75 AC
-  Property Boundary - 222 AC
-  Data Points



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




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

Bellinger Debris Yard Jasper County



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

Legend

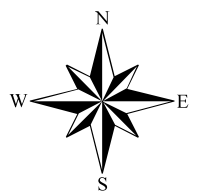
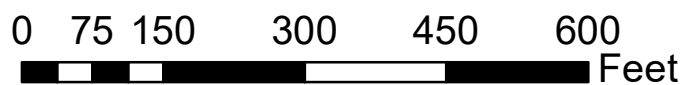
-  Project Area - 26.75 AC
-  Property Boundary - 222 AC
-  Data Points



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

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

Bellinger Debris Yard
Jasper County



WETLAND DETERMINATION DATA FORM – Atlantic and Gulf Coastal Plain Region

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

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

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

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

HYDROLOGY

Wetland Hydrology Indicators: Primary Indicators (minimum of one is required; check all that apply) <input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Marl Deposits (B15) (LRR U) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Drift Deposits (B3) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Other (Explain in Remarks) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Water-Stained Leaves (B9)	Secondary Indicators (minimum of two required) <input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Moss Trim Lines (B16) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> Shallow Aquitard (D3) <input type="checkbox"/> FAC-Neutral Test (D5) <input type="checkbox"/> Sphagnum moss (D8) (LRR T, U)
Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? (includes capillary fringe) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____	Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks: Wetland Hydrology not present due to lack of indicators.	

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

Sampling Point: **DP 1 UP**

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

Remarks: (If observed, list morphological adaptations below). All vegetation has been removed from the site.

SOIL

Sampling Point: DP 1 UP

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

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

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

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

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

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

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes No

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

WETLAND DETERMINATION DATA FORM – Atlantic and Gulf Coastal Plain Region

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

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

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

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

HYDROLOGY

Wetland Hydrology Indicators: Primary Indicators (minimum of one is required; check all that apply) <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Surface Water (A1)</td> <td><input type="checkbox"/> Aquatic Fauna (B13)</td> </tr> <tr> <td><input type="checkbox"/> High Water Table (A2)</td> <td><input type="checkbox"/> Marl Deposits (B15) (LRR U)</td> </tr> <tr> <td><input type="checkbox"/> Saturation (A3)</td> <td><input type="checkbox"/> Hydrogen Sulfide Odor (C1)</td> </tr> <tr> <td><input type="checkbox"/> Water Marks (B1)</td> <td><input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)</td> </tr> <tr> <td><input type="checkbox"/> Sediment Deposits (B2)</td> <td><input type="checkbox"/> Presence of Reduced Iron (C4)</td> </tr> <tr> <td><input type="checkbox"/> Drift Deposits (B3)</td> <td><input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)</td> </tr> <tr> <td><input type="checkbox"/> Algal Mat or Crust (B4)</td> <td><input type="checkbox"/> Thin Muck Surface (C7)</td> </tr> <tr> <td><input type="checkbox"/> Iron Deposits (B5)</td> <td><input type="checkbox"/> Other (Explain in Remarks)</td> </tr> <tr> <td><input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Water-Stained Leaves (B9)</td> <td></td> </tr> </table>	<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Marl Deposits (B15) (LRR U)	<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)	<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		<input type="checkbox"/> Water-Stained Leaves (B9)		Secondary Indicators (minimum of two required) <table style="width:100%; border: none;"> <tr><td><input type="checkbox"/> Surface Soil Cracks (B6)</td></tr> <tr><td><input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)</td></tr> <tr><td><input type="checkbox"/> Drainage Patterns (B10)</td></tr> <tr><td><input type="checkbox"/> Moss Trim Lines (B16)</td></tr> <tr><td><input type="checkbox"/> Dry-Season Water Table (C2)</td></tr> <tr><td><input type="checkbox"/> Crayfish Burrows (C8)</td></tr> <tr><td><input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)</td></tr> <tr><td><input type="checkbox"/> Geomorphic Position (D2)</td></tr> <tr><td><input type="checkbox"/> Shallow Aquitard (D3)</td></tr> <tr><td><input type="checkbox"/> FAC-Neutral Test (D5)</td></tr> <tr><td><input type="checkbox"/> Sphagnum moss (D8) (LRR T, U)</td></tr> </table>	<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Drainage Patterns (B10)	<input type="checkbox"/> Moss Trim Lines (B16)	<input type="checkbox"/> Dry-Season Water Table (C2)	<input type="checkbox"/> Crayfish Burrows (C8)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	<input type="checkbox"/> Geomorphic Position (D2)	<input type="checkbox"/> Shallow Aquitard (D3)	<input type="checkbox"/> FAC-Neutral Test (D5)	<input type="checkbox"/> Sphagnum moss (D8) (LRR T, U)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Aquatic Fauna (B13)																															
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Marl Deposits (B15) (LRR U)																															
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)																															
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)																															
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Presence of Reduced Iron (C4)																															
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)																															
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Thin Muck Surface (C7)																															
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Other (Explain in Remarks)																															
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)																																
<input type="checkbox"/> Water-Stained Leaves (B9)																																
<input type="checkbox"/> Surface Soil Cracks (B6)																																
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)																																
<input type="checkbox"/> Drainage Patterns (B10)																																
<input type="checkbox"/> Moss Trim Lines (B16)																																
<input type="checkbox"/> Dry-Season Water Table (C2)																																
<input type="checkbox"/> Crayfish Burrows (C8)																																
<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)																																
<input type="checkbox"/> Geomorphic Position (D2)																																
<input type="checkbox"/> Shallow Aquitard (D3)																																
<input type="checkbox"/> FAC-Neutral Test (D5)																																
<input type="checkbox"/> Sphagnum moss (D8) (LRR T, U)																																
Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? (includes capillary fringe) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____	Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																															
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:																																
Remarks: Wetland Hydrology not present due to lack of indicators.																																

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

Sampling Point: DP 2 UP

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

SOIL

Sampling Point: DP 2 UP

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

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

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

²Location: PL=Pore Lining, M=Matrix.

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

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

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

Indicators for Problematic Hydric Soils³:

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

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

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes No

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

WETLAND DETERMINATION DATA FORM – Atlantic and Gulf Coastal Plain Region

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

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

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

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

HYDROLOGY

<p>Wetland Hydrology Indicators:</p> <p><u>Primary Indicators (minimum of one is required; check all that apply)</u></p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Surface Water (A1)</td> <td><input type="checkbox"/> Aquatic Fauna (B13)</td> </tr> <tr> <td><input type="checkbox"/> High Water Table (A2)</td> <td><input type="checkbox"/> Marl Deposits (B15) (LRR U)</td> </tr> <tr> <td><input type="checkbox"/> Saturation (A3)</td> <td><input type="checkbox"/> Hydrogen Sulfide Odor (C1)</td> </tr> <tr> <td><input type="checkbox"/> Water Marks (B1)</td> <td><input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)</td> </tr> <tr> <td><input type="checkbox"/> Sediment Deposits (B2)</td> <td><input type="checkbox"/> Presence of Reduced Iron (C4)</td> </tr> <tr> <td><input type="checkbox"/> Drift Deposits (B3)</td> <td><input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)</td> </tr> <tr> <td><input type="checkbox"/> Algal Mat or Crust (B4)</td> <td><input type="checkbox"/> Thin Muck Surface (C7)</td> </tr> <tr> <td><input type="checkbox"/> Iron Deposits (B5)</td> <td><input type="checkbox"/> Other (Explain in Remarks)</td> </tr> <tr> <td><input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Water-Stained Leaves (B9)</td> <td></td> </tr> </table>	<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Marl Deposits (B15) (LRR U)	<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)	<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		<input type="checkbox"/> Water-Stained Leaves (B9)		<p><u>Secondary Indicators (minimum of two required)</u></p> <table style="width:100%;"> <tr><td><input type="checkbox"/> Surface Soil Cracks (B6)</td></tr> <tr><td><input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)</td></tr> <tr><td><input type="checkbox"/> Drainage Patterns (B10)</td></tr> <tr><td><input type="checkbox"/> Moss Trim Lines (B16)</td></tr> <tr><td><input type="checkbox"/> Dry-Season Water Table (C2)</td></tr> <tr><td><input type="checkbox"/> Crayfish Burrows (C8)</td></tr> <tr><td><input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)</td></tr> <tr><td><input type="checkbox"/> Geomorphic Position (D2)</td></tr> <tr><td><input type="checkbox"/> Shallow Aquitard (D3)</td></tr> <tr><td><input type="checkbox"/> FAC-Neutral Test (D5)</td></tr> <tr><td><input type="checkbox"/> Sphagnum moss (D8) (LRR T, U)</td></tr> </table>	<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Drainage Patterns (B10)	<input type="checkbox"/> Moss Trim Lines (B16)	<input type="checkbox"/> Dry-Season Water Table (C2)	<input type="checkbox"/> Crayfish Burrows (C8)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)	<input type="checkbox"/> Geomorphic Position (D2)	<input type="checkbox"/> Shallow Aquitard (D3)	<input type="checkbox"/> FAC-Neutral Test (D5)	<input type="checkbox"/> Sphagnum moss (D8) (LRR T, U)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Aquatic Fauna (B13)																															
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Marl Deposits (B15) (LRR U)																															
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)																															
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)																															
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Presence of Reduced Iron (C4)																															
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)																															
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Thin Muck Surface (C7)																															
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Other (Explain in Remarks)																															
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)																																
<input type="checkbox"/> Water-Stained Leaves (B9)																																
<input type="checkbox"/> Surface Soil Cracks (B6)																																
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)																																
<input type="checkbox"/> Drainage Patterns (B10)																																
<input type="checkbox"/> Moss Trim Lines (B16)																																
<input type="checkbox"/> Dry-Season Water Table (C2)																																
<input type="checkbox"/> Crayfish Burrows (C8)																																
<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)																																
<input type="checkbox"/> Geomorphic Position (D2)																																
<input type="checkbox"/> Shallow Aquitard (D3)																																
<input type="checkbox"/> FAC-Neutral Test (D5)																																
<input type="checkbox"/> Sphagnum moss (D8) (LRR T, U)																																
<p>Field Observations:</p> <p>Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____</p> <p>Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____</p> <p>Saturation Present? (includes capillary fringe) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____</p>	<p>Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>																															
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:																																
Remarks: Wetland Hydrology not present due to lack of indicators.																																

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

Sampling Point: DP 3 UP

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

SOIL

Sampling Point: DP 3 UP

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

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

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

²Location: PL=Pore Lining, M=Matrix.

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

Indicators for Problematic Hydric Soils³:

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

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

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric Soil Present? Yes No

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

APPENDIX D

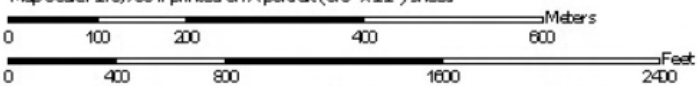
USDA SOILS DATA

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



Soil Map may not be valid at this scale.

Map Scale: 1:8,730 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edgetics: UTM Zone 17N WGS84

APPENDIX E

AERIAL SITE MAP



Farm 1457,
Tract 2169

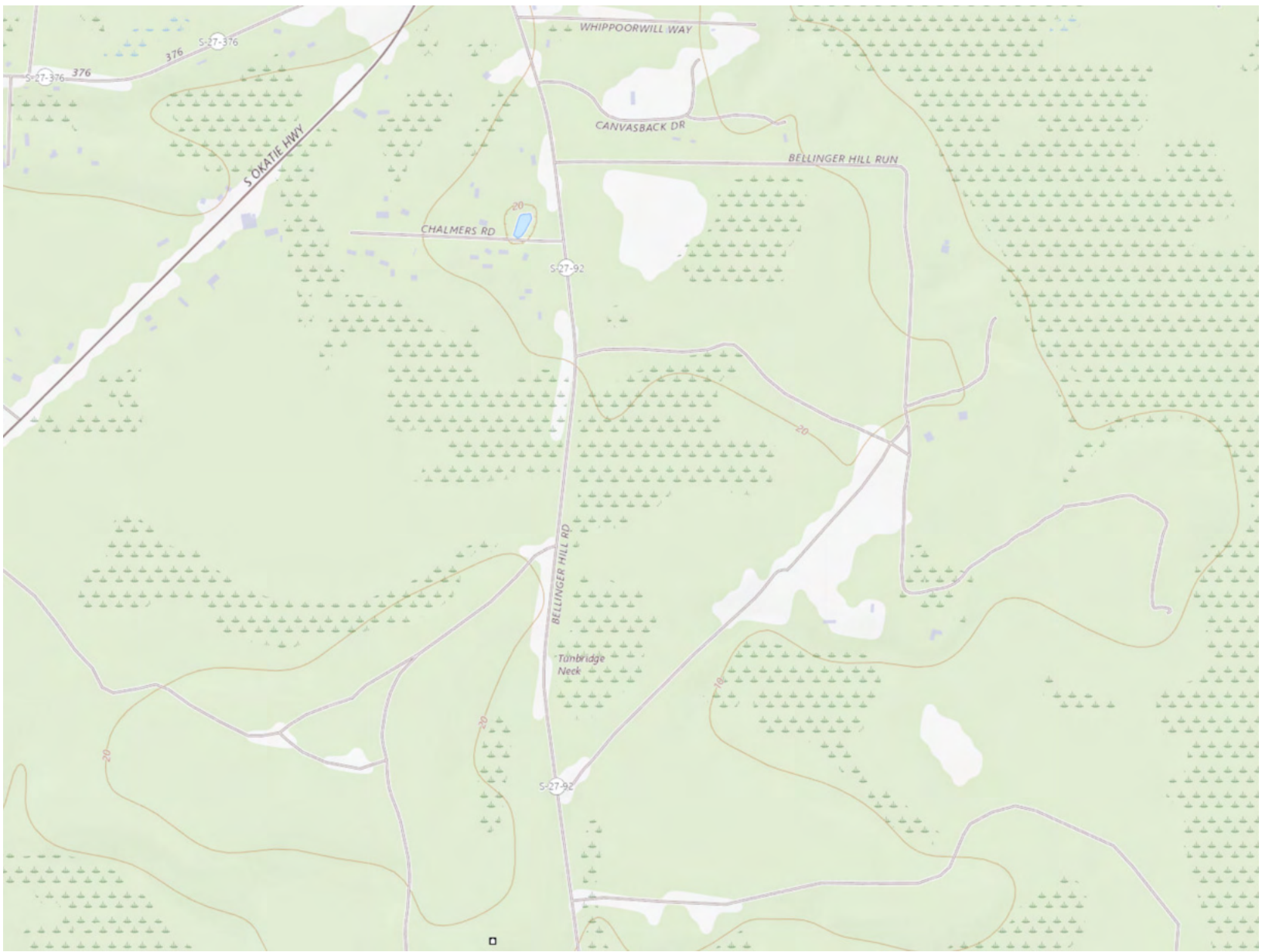
038-00-08-044

Lakes/Rivers from US Census Dept, may not match parcels exactly

0 1300 2600 3900 5200 ft

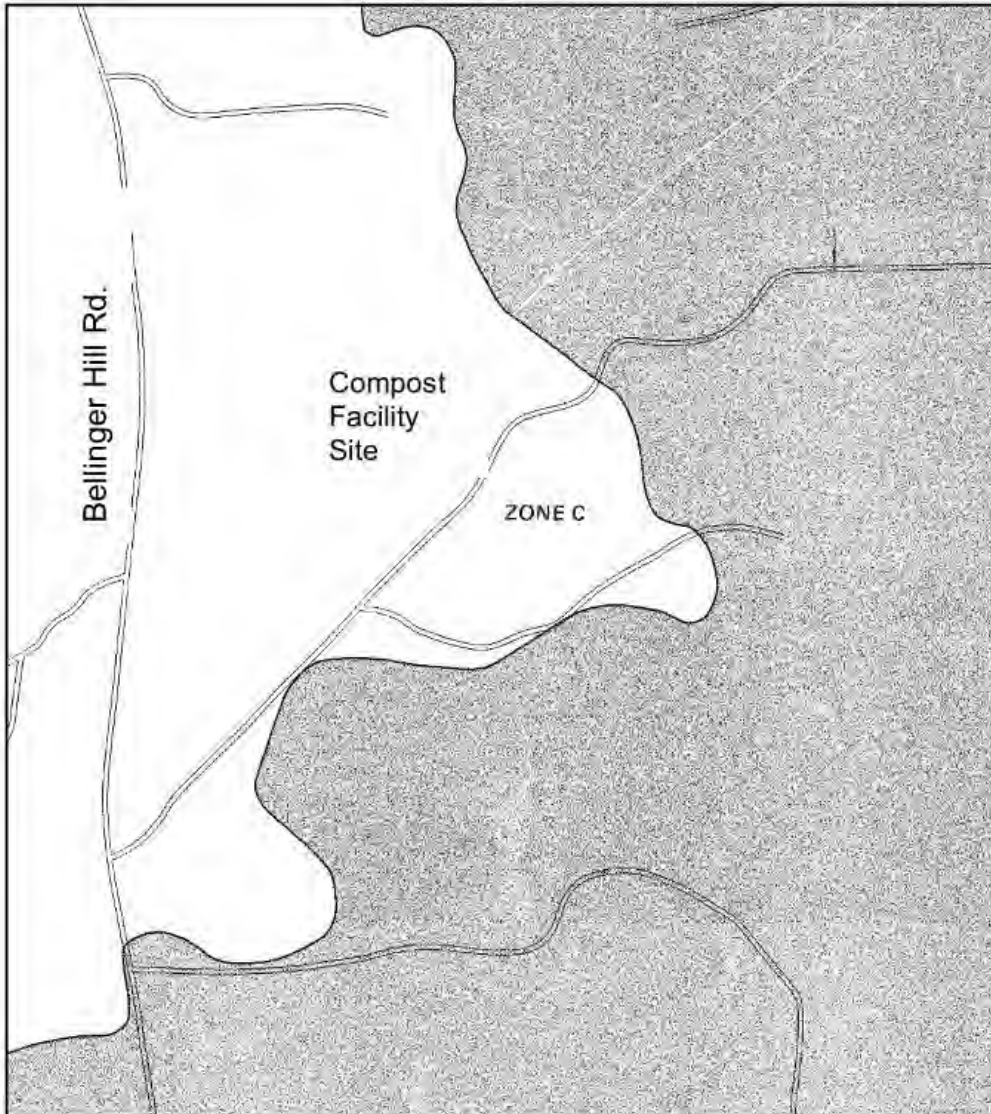
APPENDIX F

USGS QUADRANGLE MAP



APPENDIX G

FEMA MAP



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

JASPER COUNTY,
SOUTH CAROLINA
(UNINCORPORATED AREAS)

PANEL 230 OF 260
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
450112 0230 B

EFFECTIVE DATE:
SEPTEMBER 29, 1986

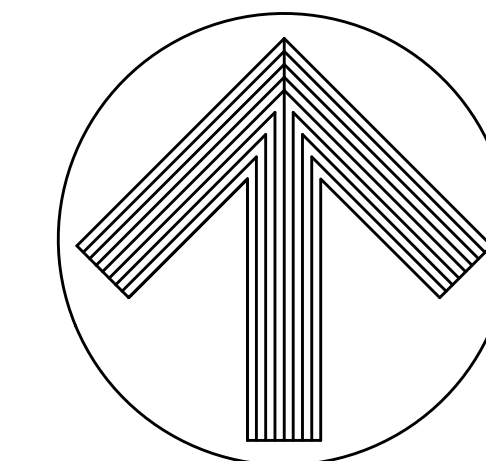


Federal Emergency Management Agency

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

APPENDIX H

CONCEPT PLAN



SITE HIGHLIGHTS:

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

ZONING
PLANNED DEVELOPMENT DISTRICT (PDD)

LEGEND

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

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



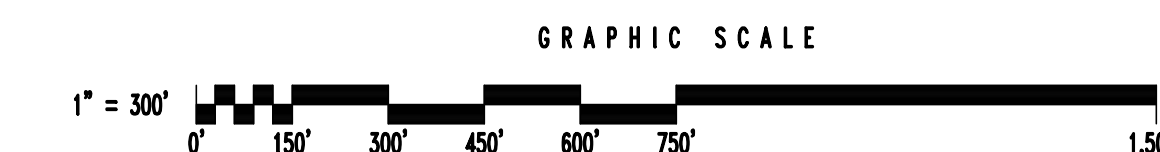
VICINITY MAP

SCALE 1" = 5000'



DALY ORGANICS

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



HUSSEY GAY BELL

Established 1958

S. OKATIE HIGHWAY

BELLINGER HILL RUN

CHALMERS ROAD

EXISTING ZONING TO REMAIN
(RURAL PRESERVATION)
166.2 ACRES

PROPOSED INDUSTRIAL DEVELOPMENT
6.1 ACRES

PROPOSED INDUSTRIAL DEVELOPMENT
6.8 ACRES

BAGGING PLANT PROPOSED INDUSTRIAL DEVELOPMENT
8.4 ACRES

ORGANIC COMPOSTING / MULCHING EXISTING OPERATIONS & AREA FOR EXPANSION (GENERAL COMMERCIAL)
36.2 ACRES

BELLINGER HILL ROAD

APPENDIX I

DEVELOPMENT SCHEDULE

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

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

AGENDA

ITEM # 15

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2024-03

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

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

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

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

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

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

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

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

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

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

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

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

JASPER COUNTY COUNCIL

By: _____
L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Giles, Clerk to Council

First Reading:
Second Reading:
Public Hearings: 01.06.2025
Third Reading and Adoption:

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

Reviewed for form and draftsmanship by the Jasper County Attorney:

David Tedder

Date

EXHIBIT A

Bellinger Hill Properties, LLC Development Agreement
Daly Organics Development

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

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

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

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I GENERAL

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

Section 1.02. Definitions.

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

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

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

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

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

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

Section 1.06. Permitted Uses.

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

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

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

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the County.

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

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

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

Section 2.02. Representations and Warranties of the Owner.

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

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

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

ARTICLE III DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

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

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

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

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.02. [RESERVED]

Section 4.03. Other Charges or Fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V MISCELLANEOUS

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

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

With a Copy to (does not constitute notice):

 Haynsworth Sinkler Boyd, P.A.
 Attn: Ron Scott, Esq.

1201 Main Street (hand delivery/courier service)
P.O. Box 11889
Columbia, South Carolina 29201

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

With a Copy to (does not constitute notice):

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

Section 5.02. Amendments.

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

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

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

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

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

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

WITNESSES:

Name:

Name:

THE OWNER:

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

By: Madison Daly
Its:

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

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

Dated: _____

Notary Public for the State of South Carolina

My commission expires: _____

[NOTARIAL SEAL]

WITNESSES:

Name:

Name:

COUNTY:

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

By: Andrew P. Fulghum
Its: County Administrator

[COUNTY SEAL]

Attest:

Wanda Simmons
Clerk to County Council

SOUTH CAROLINA)
)
JASPER COUNTY)

ACKNOWLEDGMENT

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

Dated: _____

Notary Public for the State of South Carolina

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

EXHIBIT B
DEVELOPMENT PLAN

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

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

3. **Permitted Uses:** As set forth in “Section II – Land Use” of Exhibit B-1, the Property shall be permitted to include allowed land uses of the following zoning districts established in the Jasper County Zoning Ordinance and Land Development Regulations: Rural Preservation, General Commercial, and Industrial Development. Excluded land uses are set forth in “Section II – Land Use” of Exhibit B-1. The permitted location and development standards for all said uses on the Property shall be identified on the approved Development Plan, provided that the Owner, at its sole discretion, shall have the sole right and discretion to adjust the location of said uses at the Property.

4. **Excluded Uses:** Excluded land uses are set forth in “Section II – Land Use” of Exhibit B-1.

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT C
DEVELOPMENT SCHEDULE

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

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

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

[NOTHING SUBSTANTIVE FOLLOWS ON THIS PAGE]

EXHIBIT D
REQUIRED INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(R) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Ordinance No. 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 [] [] [].

[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]