AGENDA ITEM:

XII-A

Ordinance item A

ORDINANCE NO. 2020-25A

AN ORDINANCE TO AUTHORIZE AND APPROVE A MULTI-COUNTY PARK AGREEMENT BY AND BETWEEN BEAUFORT COUNTY AND JASPER COUNTY RELATING TO THE TRASK EAST SOLAR, LLC, PROJECT; TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN JASPER COUNTY; AND MATTERS RELATED THERETO.

Be it ordained by the Council of Jasper County, South Carolina:

Section 1. Findings and Determinations; Purpose.

(a) The Council finds and determines that:

(1) the County is authorized by art. VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks ("multi-county parks");

(2) Trask East Solar, LLC, acting for itself, one or more affiliates or other project sponsors (collectively, the "Company"), has indicated its intention to locate a facility in Beaufort County, conditioned in part on the placement of the Company property into a multi-county park; and

(3) the use of multi-county parks is important in attracting and encouraging the investment and retention of capital and the retention and creation of jobs in the County.

(b) It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Beaufort County for the Company property located in Beaufort County (the "Park").

Section 2. Approval of Park Agreement; Authority of Officials.

(a) The Council Chair is authorized, empowered and directed, in the name of and on behalf of Jasper County, to execute, acknowledge, and deliver a Multi-County Park Agreement between Jasper County, South Carolina and Beaufort County, South Carolina (Trask East Solar, LLC, Property) (the "Park Agreement"). The Clerk to Council is authorized to attest the execution of the Park Agreement by the Council Chair. The form of the Park Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Park Agreement are incorporated into this ordinance as if the Park Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the Park Agreement and all of its terms, provisions and conditions. The Park Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair determines, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Park Agreement.

(b) Prior to the execution of the Park Agreement as provided in subsection (a) of this

Section 2, the Council Chair is authorized and directed to remove any property from the schedule of properties proposed to be included in the Park if at such time the property is located inside the boundaries of a municipality and the municipality has not consented to the creation of the Park as required by Section 4-1-170(C) of the Code of Laws of South Carolina 1976, as amended, unless the property was previously included in another multi-county park.

(c) Notwithstanding the provisions of subsection (a) of this Section 2, the Council Chair is authorized to execute the Park Agreement only upon the public announcement, including revelation of the company name, by the Company of its intentions to locate and develop the project on the property described in the Park Agreement.

Section 3. Payment of Fee in Lieu of Tax.

The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. With respect to properties located in the Beaufort County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Beaufort County and the portion of fee in lieu of *ad valorem* taxes allocated pursuant to the Park Agreement to Jasper County shall be thereafter paid by the Treasurer of Beaufort County to the Treasurer of Jasper County within forty-five (45) business days of receipt for distribution in accordance with the Park Agreement. With respect to properties located in the Jasper County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Jasper County and the portion of the fee in lieu of *ad valorem* taxes allocated pursuant to the Park Agreement to Beaufort County shall thereafter be paid by the Treasurer of Jasper County to the Treasurer of Beaufort County within forty-five (45) business days of receipt for distribution in accordance with the Park Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 4. Applicable Ordinances and Regulations.

Any applicable ordinances and regulations of Beaufort County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Beaufort County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Jasper County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Jasper County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply.

Section 5. Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Beaufort County is vested with the Sheriff's Department of Beaufort County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Jasper County is vested with the Sheriff's Department of Jasper County. If any of the Park properties located in either Beaufort County or Jasper County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement

jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. Distribution of Revenue.

(a) Revenues generated from industries or businesses located in the Jasper County portion of the Park to be retained by Jasper County shall be distributed within Jasper County in accordance with this subsection:

(1) First, unless Jasper County elects to pay or credit the same from only those revenues which Jasper County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by Jasper County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended;

(2) Second, at the option of Jasper County, to reimburse Jasper County for any expenses incurred by it in the administration, development, operation, maintenance and promotion of the Park or the industries and businesses located therein or for other economic development purposes of Jasper County; and

(3) Third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable for that year.

(b) Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

(c) Revenues generated from industries or businesses located in the Beaufort County portion of the Park shall be retained by Jasper County.

Section 7. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Jasper County Code or other Jasper County orders, resolutions and ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 9. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

DONE this __ day of _____ 2020.

COUNTY COUNCIL OF JASPER COUNTY

By: _____
Henry Etheridge, Chair

ATTEST:

_____
Wanda Simmons, Clerk to Council

First Reading: _____ __, 2020
Second Reading: _____ __, 2020
Public Hearing: _____ __, 2020
Third and Final Reading: _____ __, 2020

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Exhibit A to Ordinance No. 2020/ ____

Multi-County Park Agreement
(Trask East Solar, LLC, Property)
between
Beaufort County, South Carolina and Jasper County, South Carolina

See attached.

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Draft May 29, 2020

MULTI-COUNTY PARK AGREEMENT
(Trask East Solar, LLC, Property)

between

BEAUFORT COUNTY, SOUTH CAROLINA

and

JASPER COUNTY, SOUTH CAROLINA

Dated as of _____ __, 2020

Multi-County Park Agreement
(Trask East Solar, LLC, Property)

This MULTI-COUNTY PARK AGREEMENT (TRASK EAST SOLAR, LLC, PROPERTY) is made and entered into as of the __ day of _____, 2020, by and between BEAUFORT COUNTY, SOUTH CAROLINA ("Beaufort County") and JASPER COUNTY, SOUTH CAROLINA ("Jasper County") (collectively, Beaufort County and Jasper County are the "Parties"), each a body politic and corporate, a political subdivision of the State of South Carolina ("Park Agreement").

In consideration of the mutual agreements, representations and benefits contained in this Park Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Beaufort County and Jasper County agree as follows:

1. Effective Date. This Park Agreement is effective at 12:00 a.m. (midnight), December 31, 2020 (the "Effective Date").

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172, and -175 of the Code of Laws of South Carolina 1976, as amended (the "MCP Law"), authorizes contiguous counties to jointly develop industrial and business parks within the geographical boundaries of one or more of the participating counties. Beaufort County authorized and approved this Park Agreement by passage of Ordinance No. 2020/____ and Jasper County authorized and approved this Park Agreement by passage of Ordinance No. ____-____.

3. Purpose. The purpose of this Park Agreement is to *(i)* provide for the establishment of a multi-county park in accordance with the MCP Law consisting of the Trask East Solar, LLC, property located in Beaufort County, and *(ii)* encourage the investment of capital and the creation of jobs in Beaufort County and Jasper County.

4. Agreement to Develop Park. The Parties agree to jointly develop an industrial and business park in accordance with the MCP Law and the terms and conditions of this Park Agreement (the "Park").

5. The Park. (A) *Location.* The Park consists of the Trask East Solar, LLC, property located in Beaufort County, as further identified in Exhibit A (Beaufort County) to this Park Agreement, and property located in Jasper County, as further identified in Exhibit B (Jasper County), to this Park Agreement. The Park may consist of non-contiguous properties within each county. The Parties acknowledge that on the Effective Date, the Park does not contain any property located in Jasper County.

(B) *Addition and Removal of Property.*

(1) *County Action.* Property may be added to the Park by ordinance of the county in which the subject property is located and resolution of the non-host county. Property may be removed from the Park only by ordinances of both counties.

(2) *Revised Exhibits.* If property is added to or removed from the Park, this Park Agreement is deemed amended and a revised Exhibit A (Beaufort County) or Exhibit B (Jasper County), as applicable, shall be prepared by the county in which the added or removed property is located. The revised exhibit must contain a description or other identification of the properties included in the Park, after the addition or removal. A copy of the revised exhibit shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Beaufort County and Jasper County.

(3) *Public Hearings and Notice.* Prior to the adoption by either county of an ordinance authorizing the removal of property from the Park, the county council in the county in which the property to be removed is located, shall hold a public hearing. The county that will conduct the public hearing must give notice of the public hearing by publication in a newspaper of general circulation in the county in which the public hearing will be held at least once and not less than fifteen (15) days prior to the public hearing. Notice of the public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to the public hearing upon the owner of the real property and, if applicable and known, the lessee of any real property which would be removed from the Park.

6. Fee in Lieu of Taxes. Pursuant to article VIII, section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Park Agreement and the MCP Law an amount equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of the property within the Park ("Fee in Lieu of Taxes" or "FILOT").

7. Allocation of Expenses. Beaufort County and Jasper County shall bear the expenses for the development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Beaufort County portion of the Park:

(1)	Beaufort County	100%
(2)	Jasper County	0%

If property is in the Jasper County portion of the Park:

(1)	Beaufort County	0%
(2)	Jasper County	100%

8. Allocation of Revenues. Beaufort County and Jasper County shall receive an allocation of revenue generated by the Park through payment of Fee in Lieu of Taxes (net of any special source revenue bond payments or special source revenue credits) in the following proportions:

If property is in the Beaufort County portion of the Park:

(1)	Beaufort County	99%
(2)	Jasper County	1%

If property is in the Jasper County portion of the Park:

(1)	Beaufort County	1%
(2)	Jasper County	99%

9. Revenue Allocation Within Each County.

(A) *Host County.* Revenues generated by the Park through the payment of Fee in Lieu of Taxes shall be distributed to Beaufort County and to Jasper County, as applicable, according to the proportions established by Paragraph 8 of this Park Agreement. With respect to revenues allocable to Beaufort County or Jasper County by way of FILOT generated within the respective county (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance

of the council of the Host County; provided, that *(i)* all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and *(ii)* with respect to amounts received in any fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received between operations and debt service of the taxing entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the council of the Host County.

(B) *Non-Host County.* Revenues allocable to Beaufort County by way of FILOT generated within Jasper County shall be distributed solely to Beaufort County. Revenues allocated to Jasper County by way of FILOT generated within Beaufort County shall be distributed solely to Jasper County.

10. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. The Parties agree that the entry by Beaufort County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as amended ("Negotiated Fee-in-Lieu of Tax Agreements"), with respect to property located within the Beaufort County portion of the Park and the terms of those agreements shall be at the sole discretion of Beaufort County. The Parties further agree that entry by Jasper County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Jasper County portion of the Park and the terms of those agreements shall be at the sole discretion of Jasper County.

11. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Beaufort County and Jasper County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 8 and 9 of this Park Agreement.

12. Applicable Regulations. Any applicable ordinances and regulations of Jasper County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Jasper County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Beaufort County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Beaufort County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply.

13. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Jasper County is vested with the Sheriff's Department of Jasper County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Beaufort County is vested with the Sheriff's Department of Beaufort County. If any of the Park properties located in either Jasper County or Beaufort County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

14. Severability. If any provision or any part of a provision of this Park Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Park Agreement.

15. Amendments. The provisions of this Park Agreement may be modified or amended only in a writing signed by the Parties.

16. Headings and Catch Lines. The headings of the paragraphs and subparagraphs of this Park Agreement are inserted for convenience only and do not constitute a part of this Park Agreement.

17. Governing Law. This Park Agreement, and all documents executed in connection with it, shall be construed in accordance with and governed by the laws of the State of South Carolina.

18. Counterparts. This Park Agreement may be executed in any number of counterparts, and all of the counterparts taken together constitute one and the same instrument.

19. Binding Agreement. This Park Agreement is binding upon and shall inure to the benefit of the respective Parties.

20. Merger. This Park Agreement, and all documents executed in connection with it, express the entire understanding and all agreements of the Parties with each other, and neither Beaufort County nor Jasper County has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Park Agreement.

21. Waiver. Either party may waive compliance by the other party with any term or condition of this Park Agreement only in a writing signed by the waiving party. The failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

22. Termination.

(A) *Duration and Renewal.* This Park Agreement commences on the Effective Date and ends on the later of December 31, 2051 or one year following the termination date of the Fee in Lieu of *Ad Valorem* Tax Agreement between Beaufort County, South Carolina and Trask East Solar, LLC, dated as of _____ __, 2020.

(B) *Mutual Termination.* Notwithstanding the provisions of subparagraph (A) of this Paragraph 22, the Parties may mutually agree to terminate this Park Agreement at any time upon passage of an ordinance to that effect by each county and after conducting a public hearing and giving notice as set forth in subparagraph (B)(3) of Paragraph 5 of this Park Agreement.

SIGNATURES FOLLOW ON NEXT PAGE.

WITNESS our hands and seals as of the date first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Joseph Passiment, Chair, County Council

ATTEST:

_____
Sarah W. Brock, Clerk to Council

JASPER COUNTY, SOUTH CAROLINA

By: _____
Henry Etheridge, Chair, County Council

ATTEST:

_____
Tisha L. Williams, Acting Clerk to Council

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EXHIBIT A (Beaufort County)

Beaufort County Property
December 31, 2020
TRASK EAST SOLAR, LLC, PROPERTY

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Beaufort, State of South Carolina, bearing Tax Map Parcel Number R100-020-000-119A-0000.

OR

PARCEL 1
DESCRIPTION IS OF THE HAROLD E TRASK, JR PROPERTY; TAX PARCEL R100 020 000 119A; RECORDED IN DEED BOOK 3435, PAGE 888 AT THE BEAUFORT COUNTY, SOUTH CAROLINA CLERK OF COURT.
COMMENCING AT AN EXISTING CONCRETE MONUMENT, SAID MONUMENT BEING A SECTION CORNER AND HAVING A SOUTH CAROLINA GRID COORDINATE OF N: 231,614.700 AND E: 2,077,560.356; THENCE S 87°57'52" E FOR A DISTANCE OF 652.93 FEET TO A CALCULATED POINT, SAID POINT BEING A COMMON CORNER WITH THE BEAUFORT COUNTY & CITY PROPERTY; THENCE S 00°00'00" E FOR AS DISTANCE OF 580.35 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING A COMMON CORNER WITH THE BEAUFORT COUNTY PROPERTY; THENCE N 90°00'00" W FOR A DISTANCE OF 389.56 FEET TO A POINT; THENCE S 00°00'00" E FOR A DISTANCE OF 526.95 FEET TO AN EXISTING IRON PIPE; THENCE N 90°00'00" E FOR A DISTANCE OF 267.68 FEET TO A POINT; THENCE S00°00'00" E FOR A DISTANCE OF 221.68 FEET TO A POINT; THENCE N 90°00'00" W FOR A DISTANCE OF 649.37 FEET TO A POINT; THENCE S 00°00'00"W FOR A DISTANCE OF 1320.47 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE LAVONIA EVELYN GREEN-SMALLS PROPERTY; THENCE S 8953'47" W FOR A DISTANCE OF 660.88 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE ROBERT A HOLMES PROPERTY AND THE ARNOLD FRANKLIN & LUCINDA DELOACH PROPERTY; THENCE S 89°56'44" W FOR A DISTANCE OF 364.51 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE EDWARD FRANKIE SINGLETON PROPERTY; THENCE S 89°48'25" W FOR A DISTANCE OF 296.18 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE ROBERT L & AMY J FETZER PROPERTY; THENCE N 89°42'18" W FOR A DISTANCE OF 133.78 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING ON THE NORTHERN RIGHT OF WAY OF BAY PINES ROAD; THENCE FOLLOWING A CURVE TO THE LEFT WITH A RADIUS OF 1819.97' AND A CHORD BEARING OF N 61°23'03" W FOR A DISTANCE OF 374.42 FEET TO A POINT; THENCE N 67°42'32" W FOR A DISTANCE OF 324.72 FEET TO A POINT; THENCE FOLLOWING A CURVE TO THE LEFT WITH A RADIUS OF 677.94 FEET AND A CHORD DIRECTION OF S 87°34'20"

W FOR A DISTANCE OF 561.76 FEET TO AN EXISTING REBAR, SAID REBAR BEING ON THE EASTERN RIGHT OF WAY OF PARKER DRIVE; THENCE FOLLOWING AFORESAID RIGHT OF WAY N 00°08'06" E FOR A DISTANCE OF 3,826.90 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 705.13' AND A CHORD DIRECTION OF N 13°07'23" E FOR A DISTANCE OF 311.52 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 759.87 FEET AND A CHORD DIRECTION OF N 64°17'05" E FOR A DISTANCE OF 529.82 FEET OT A POINT; THENCE N 83°03'10" E FOR A DISTANCE OF 2,205.31 FEET TO AN EXISTING REBAR, SAID REBAR BEING A COMMON CORNER WITH HIGHLANDER INCORPORATED PROPERTY; THENCE S 19°28'00" W FOR A DISTANCE OF 57.67 FEET TO A POINT; THENCE S 65°42'00" E FOR A DISTANCE OF 2,367 FEET TO A POINT, SAID POINT BEING ON A PORT ROYAL RAILROAD RIGHT OF WAY; THENCE ALONG AFORESAID RIGHT OF WAY, S 19°44'56" E FOR A DISTANCE OF 443.30 FEET TO A POINT, SAID POINT BEING A COMMON CORNER WITH THE THOMAS CONCRETE OF SC, INC PROPERTY; THENCE S 58°14'53" W FOR A DISTANCE OF 585.59 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING A COMMON CORNER WITH THE ROBERT B GLOVER PROPERTY; THENCE S 19°42'51" E FOR A DISTANCE OF 694.88 FEET TO AN EXISTING REBAR, SAID REBAR BEING A COMMON CORNER WITH THE BEAUFORT COUNTY & CITY PROPERTY; THENCE N 90°00'00" W FOR A DISTANCE OF 920.99 FEET THE POINT AND PLACE OF BEGINNING, CONTAINING 417.98 ACRES, MORE OR LESS.

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EXHIBIT B (Jasper County)

Jasper County Property
December 31, 2020

NONE

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