

AGENDA

ITEM # 12

*This item is for
PUBLIC HEARING
ONLY*

No action will be taken
on this item

ORDINANCE NO. O-2025-32

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND PALMETTO PLASTICS INNOVATIONS LLC, A COMPANY ALSO KNOWN AS PROJECT PILGRIMAGE, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Jasper County, South Carolina (the “County”) is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

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

WHEREAS, Freedom Industrial Partners, LLC (the "Developer") owns and has constructed a speculative building on property in the County more specifically described in Exhibit A hereto (the “Real Property”); and

WHEREAS, Palmetto Plastics Innovations LLC, a company also known as Project Pilgrimage (the “Company”) owns certain property located at 402 Marble Road, which is adjacent to the Real Property, in which it has established a manufacturing operation (the “Manufacturing Facility”) and now intends to enter into a lease agreement with the Developer as to the Real Property and to invest approximately \$7,000,000 in Real Property improvements and personal property (the "Personal Property") (such investment in the Real Property improvements and Personal Property, the “Investment”) and to create 10 new, full-time jobs (the “Jobs”) in order to expand the Company’s Manufacturing Facility (the “Project”) (collectively, the Real Property and the Personal Property shall be referred to herein as the "Property"); and

WHEREAS, the Property is subject to a Fee-in-Lieu of Taxes and Special Source Revenue Credit Agreement dated November 21, 2022 (the "2022 FILOT Agreement"), which provides for a fee-in-lieu of tax transaction and a 15 year 10% special source revenue credit; and

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

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, and pursuant to that certain Agreement for Development of Joint County Industrial Park by and between Jasper County, South Carolina and Hampton County, South Carolina dated as November 21, 2022, as supplemented, modified or amended, and as such agreement may be further supplemented, modified, amended, or replaced from time to time (the “Park Agreement”), the County and Hampton County created a joint industrial business park to be located upon property geographically located in Hampton and Jasper Counties (the “Park”), which was approved by duly enacted ordinances of each of Hampton and Jasper Counties; and

WHEREAS, as an inducement for the Company to proceed with the Investment and the Jobs in the County, the County Council has agreed, pursuant to the Multi-County Park Act and the Infrastructure Credit Act, that the Project shall qualify for a 10-year infrastructure credit comprised of a 25% credit during years 1-5 and a 10% credit during years 6-10, all as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the “SSRC Agreement”); and

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

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

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

Section 1. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting,

and are directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 2. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 3. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

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

JASPER COUNTY, SOUTH CAROLINA

John A. Kemp, Chairman, of Jasper County Council

ATTEST:

Wanda Giles, Clerk
Jasper County Council

Ord# O-2025-32

First Reading: 10.20.2025

Second Reading: 11.17.2025

Public Hearing: 11.17.2025

Third Reading:

Reviewed for form and draftsmanship by the Jasper County Attorney.

Pope Flynn, LLC

Date

EXHIBIT A

Lot 3, Parcel 15, Freedom Industrial Park
397 Marble Road
Hardeeville, South Carolina

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

JASPER COUNTY, SOUTH CAROLINA,

and

PALMETTO PLASTICS INNOVATIONS LLC,
a South Carolina limited liability company

Dated as of _____, 2025

SUMMARY OF CONTENTS OF SSRC AGREEMENT

This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this SSRC Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Company Name	Palmetto Plastics Innovations LLC	
Project Location	397 Marble Road, Hardeeville, SC	
Tax Map No.		
SSRC Agreement		
Infrastructure Credit		
• Brief Description	25% for the first five (5) years of the Credit Term and 10% for the remainder of the Credit Term.	
• Credit Term	10 Years	
• Minimum Investment Requirement	\$7,000,000	
• Minimum Jobs Requirement	10 jobs	
• Assessment Ratio	6%	
• Millage Rate	.459	
Multicounty Park	Agreement for Development of a Joint County Industrial Park between Jasper County and Hampton County dated as of November 11, 2022	
Other Information	Expansion of Manufacturing Facility located at 402 Marble Road, Hardeeville, SC	

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of as of December 2, 2024 (the “Agreement”), between **JASPER COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **PALMETTO PLASTICS INNOVATIONS LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (the “Company”).

W I T N E S E T H:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended and Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, Freedom Industrial Partners, LLC (the "Developer") owns and has constructed a speculative building on property in the County more specifically described in Exhibit A hereto (the “Real Property”); and

WHEREAS, Palmetto Plastics Innovations LLC, a company also known as Project Pilgrimage (the “Company”) owns certain property located at 402 Marble Road, which is adjacent to the Real Property, in which it has established a manufacturing operation (the “Manufacturing Operation”) and now intends to enter into a lease agreement with the Developer as to the Real Property and to invest approximately \$7,000,000 in Real Property improvements and personal property (the "Personal Property") and to create 10 new, full time jobs in order to expand the Company’s Manufacturing Operation (the “Project”) (collectively, the Real Property and the Personal Property shall be referred to herein as the "Property"); and

WHEREAS, certain of the Personal Property will be incorporated in the Manufacturing Operation at 402 Marble Road; and

WHEREAS, the Real Property is subject to a Fee-in-Lieu of Taxes and Special Source Revenue Credit Agreement dated November 21, 2022 (the "2022 FILOT Agreement"), which provides for a fee-in-lieu of tax transaction and a 15 year 10% special source revenue credit (“Original Infrastructure Credit”); and

WHEREAS, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), and pursuant to that certain Agreement for Development of Joint County Industrial Park by and between Jasper County, South Carolina and Hampton County, South Carolina dated as November 11, 2022, as supplemented, modified or amended, and as such agreement may be further supplemented, modified, amended, or replaced from time to time (the “Park Agreement”), the County and Hampton County created a joint industrial business park to be located upon property geographically located in Jasper and Hampton

Counties (the "Park"), which was approved by duly enacted ordinances of each of Jasper and Hampton Counties; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain special source revenue credits in the amount of 25% for years 1-5 and 10% for years 6-10 beginning in the year after the Real Property improvements are placed in service, which infrastructure credits shall apply to the Property (the "Additional Infrastructure Credits"); and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, 2025, following a public hearing held on _____, 2025.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Additional Infrastructure Credits" shall have the meaning set forth with respect to such term in the recitals in this Agreement.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Certification Date" shall have the meaning set forth in Section 3.01 of this Agreement.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended.

"Company" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Cost of Infrastructure" shall mean the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate and personal property in connection with the Project, and any other such similar or like expenditures authorized by the Infrastructure Credit Act.

"County" shall mean Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Fee Payments" shall mean the payments in lieu of taxes, including, if applicable, any negotiated payments in lieu of taxes pursuant to the Code, made by the owners(s) of the Project.

"Infrastructure Credit Act" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Investment Commitment” shall have the meaning set forth in Section 3.01 of this Agreement.

“Minimum Investment Requirement” shall mean a taxable investment in real and personal property at the Project of not less than \$7,000,000.00.

“Minimum Jobs Requirement” shall mean not less than ten (10) new, full-time jobs created by the Company in the County in connection with the Project.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“Ordinance” shall mean the ordinance enacted by the County Council on _____, 2025, authorizing the execution and delivery of this Agreement.

“Park” shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

“Park Agreement” shall mean the Multi-County Industrial and Business Park Agreement dated November 21, 2022 and all amendments thereto between the County and Hampton County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Project” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Property” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Additional Infrastructure Credits to reimburse the Company for the purpose of promoting economic development within the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

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

(e) The financing of the Cost of Infrastructure by the County has been instrumental in inducing the Company to establish the Project in Jasper County, South Carolina.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event the Park Agreement is terminated, the County agrees to use commercially reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III INFRASTRUCTURE CREDITS

SECTION 3.01. Investment Commitment. The Company shall meet the Minimum Investment Requirement and the Minimum Jobs Requirement (together, the "Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County the achievement of the Investment Commitment no later than December 31, 2031 (the "Certification Date"), by providing documentation to the County sufficient to reflect the achievement of the Investment Commitment, the sufficiency of which is in the County's sole discretion. If the Company fails to certify the Investment Commitment by the Certification Date, the County may provide notice to the Company of such failure. If the Company fails to provide the certification within thirty (30) days of the receipt of notice from the County, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

SECTION 3.02. Infrastructure Credits.

(a) To assist in paying for the Cost of Infrastructure, the Company and any qualifying sponsor are entitled to claim an Additional Infrastructure Credit to reduce certain Fee Payments due and owing from the Company or sponsor to the County that pertain to the Project. The Real Property and improvements

thereon and all qualifying Personal Property expenses of the Company shall qualify for a 10-year Additional Infrastructure Credit comprised of a 25% credit during years 1-5 and 10% credit during years 6-10. The Additional Infrastructure Credit shall begin in the year after the Real Property Improvements are placed in service. The Additional Infrastructure Credit will continue to be applied to the next ten annual FILOT Payments. In no event may the Company's aggregate infrastructure credit claimed pursuant to this Section exceed the aggregate expenditures by the Company or sponsor on the Cost of Infrastructure.

(b) THIS AGREEMENT AND THE ADDITIONAL INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

(d) To the extent that the Additional Infrastructure Revenue Credit is used as payment for Personal Property and the Personal Property is removed from the Project during the twenty-year period and not otherwise replaced, then the amount of the fee-in-lieu of taxes due on the Personal Property for the year in which the Personal Property was removed from the Project shall be due for the two years immediately following the removal, as set forth in Section 4-29-68(A)(2)(ii) of the Code of Laws of South Carolina, 1976, as amended. If the Company replaces the removed property with qualifying replacement property, as defined in the Act, then the removed Personal Property is deemed not to have been removed from the Project. This Special Source Credit Agreement is applicable to the Real and Personal Properties located in the Park as part of the Project.

ARTICLE IV CLAW BACK

SECTION 4.01. Claw Back. If the Company fails to meet the Investment Commitment by the Certification Date, then the Company shall be subject to a reduction in the Credit as described in Exhibit B (the "Claw Back"). Notwithstanding the above, the County may forego the application of the Claw Back or extend the Certification Date.

For the avoidance of doubt, the Claw Back set forth in this Section 4.01 and in Exhibit B apply solely to the benefits provided by the Additional Infrastructure Credits. Any claw back or repayment obligation relating to

the benefits provided by the Original Infrastructure Credit shall continue to be governed exclusively by the 2022 FILOT Agreement.

ARTICLE V CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 5.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

- (a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and
- (b) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 5.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Additional Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Additional Infrastructure Credits under the Infrastructure Credit Act.

SECTION 5.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Additional Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE VI DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII MISCELLANEOUS

SECTION 7.01. Termination. Subject to Sections 6.01 and 6.02 above, this Agreement shall terminate on the date upon which all Additional Infrastructure Credits provided for herein have been credited to the Company.

SECTION 7.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally for the Additional Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this

Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County: Jasper County, South Carolina
Attn: County Administrator
PO Box 1149
358 Third Avenue
Ridgeland, SC 29936
- with a copy to: Parker Poe Adams & Bernstein
(which shall not Attn: Ray Jones
constitute notice 1221 Main Street, Suite 1100
to the County) Columbia, SC 29201
- (b) if to the Company: Palmetto Plastics Innovations LLC
1000 William Hilton Pkwy./J-15
Hilton Head Island, SC 29928
Attention: CEO

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 7.11. Joinder. To the extent required, Developer, as the owner of the Real Property, hereby joins in this Agreement and hereby agrees to the terms and provisions hereof.

SECTION 7.12. Indemnity.

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

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

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

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

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

SECTION 7.13. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for its Administrative Expenses in the amount of \$7,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

SECTION 7.14. Facsimile/Scanned Signature. The Parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing

shall be deemed to be valid and binding upon the Parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Jasper County, South Carolina, has caused this Agreement to be executed by the Chairman of the Jasper County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the Company has each caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

JASPER COUNTY, SOUTH CAROLINA

Jason Kemp, Chairman of Calhoun County Council

[SEAL]

Attest:

Wanda Simpson, Clerk
Calhoun County, South Carolina

[Signature page 1 to Special Source Revenue Credit Agreement]

PALMETTO PLASTICS INNOVATIONS LLC

By: _____

Name: _____

Title: _____

[Signature page 2 to Special Source Credit Agreement]

The Developer, to the extent of its interest in the Property, hereby joins in the Agreement.

FREEDOM INDUSTRIAL PARTNERS LLC

By: _____

Name: _____

Title: _____

FREEDOM INDUSTRIAL PARTNERS 2 LLC

By: _____

Name: _____

Title: _____

[Signature page 3 to Special Source Credit Agreement]

EXHIBIT A

PROPERTY

Lot 3, Parcel 15, Freedom Industrial Park
397 Marble Road
Hardeeville, South Carolina

EXHIBIT B (see Section 3.01)

DESCRIPTION OF CLAWBACK

If the Company, fails to meet the Contract Minimum Investment Requirements and/or the Contract Minimum Jobs Requirement, the Project Company shall be subject to a prospective pro-rata reduction in the Credit based on the investment made and jobs created at the Project based on the formula set forth below.

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Minimum Investment Requirement

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Minimum Jobs Requirement

For example, and by way of example only, if \$5,000,000 has been invested at the Project and 8 jobs has been created by the Certification Date, the County, may, at its discretion, reduce the Special Source Revenue Credits pursuant to the formula below:

Jobs Achievement Percentage = $8 / 10 = 80\%$

Investment Achievement Percentage = $\$5,000,000 / \$7,000,000 = 71\%$

Overall Achievement Percentage = $(80\% + 71\%) / 2 = 75.5\%$

Claw Back Percentage = $100\% - 75.5\% = 24.5\%$

Prospective Special Source Revenue Credit Percentage $(10\% (100\% - 24.5\%)) = 7.55\%$

Based on the above example, the Special Source Revenue Credit would be reduced to 7.55% beginning in the year following the Certification Date. Notwithstanding the foregoing, and for the avoidance of doubt, the County may, in its discretion, elect to forego any reductions in the Additional Infrastructure Credits pursuant to Section 4.01 and this Exhibit B hereof or extend the Certification Date.

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:	November 17, 2025
Project:	Zoning Text Amendment – Article 12:1, Off-Street Parking
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission recommends approval

Description: The intent of this proposed zoning text amendment is to amend the Jasper County Zoning Ordinance, Article 12:1 Off-Street Parking requirements for the purpose of adding parking space requirements for single family detached residential uses and shell buildings with no identified tenants. The parking standard diagram found in Article 12:1.5 will also be revised to show 10' wide parking spaces where the parking space abuts a sidewalk or green space and curb and gutter will be illustrated in the diagram. Additionally, the parking space diagram will be moved from Article 12:1.5 to 12:1.7.

The Jasper County Parking Standards currently do not require any parking spaces for single family detached residential uses. For shell buildings, the site plans are being developed using parking space requirements based on warehousing and storage to determine the number of parking spaces that are required, which are 1 space per 1,000 s.f. of gross floor area. Once the buildings are leased, the use is typically retail, office or business space, and personal services, which all require additional parking spaces. Sometimes warehousing is the end use, but not usually for the entire building. The revision to the parking standards diagram is to provide better clarity of the parking area design.

Analysis: The proposed amendment would amend the following sections of Article 12:1, Off-Street Parking (new language in red):

12:1.1 General Requirements.

1. There shall be provided at the time of the erection of any building, or at the time any principal building is enlarged or increased in capacity by adding dwelling units, guest rooms, seats, or floor area; or before conversion from one (1) type of use of occupancy to another, permanent off-street parking space in the amount specified by this section. Such parking space may be provided in a parking garage or properly graded and improved open space. All portions of the required space which are paved, shall be marked in accordance with the standards contained herein. Lines shall be visibly marked with paint.
2. Where application of the requirements of Table 12.1 result in a fractional space requirement, the next larger requirement shall apply.

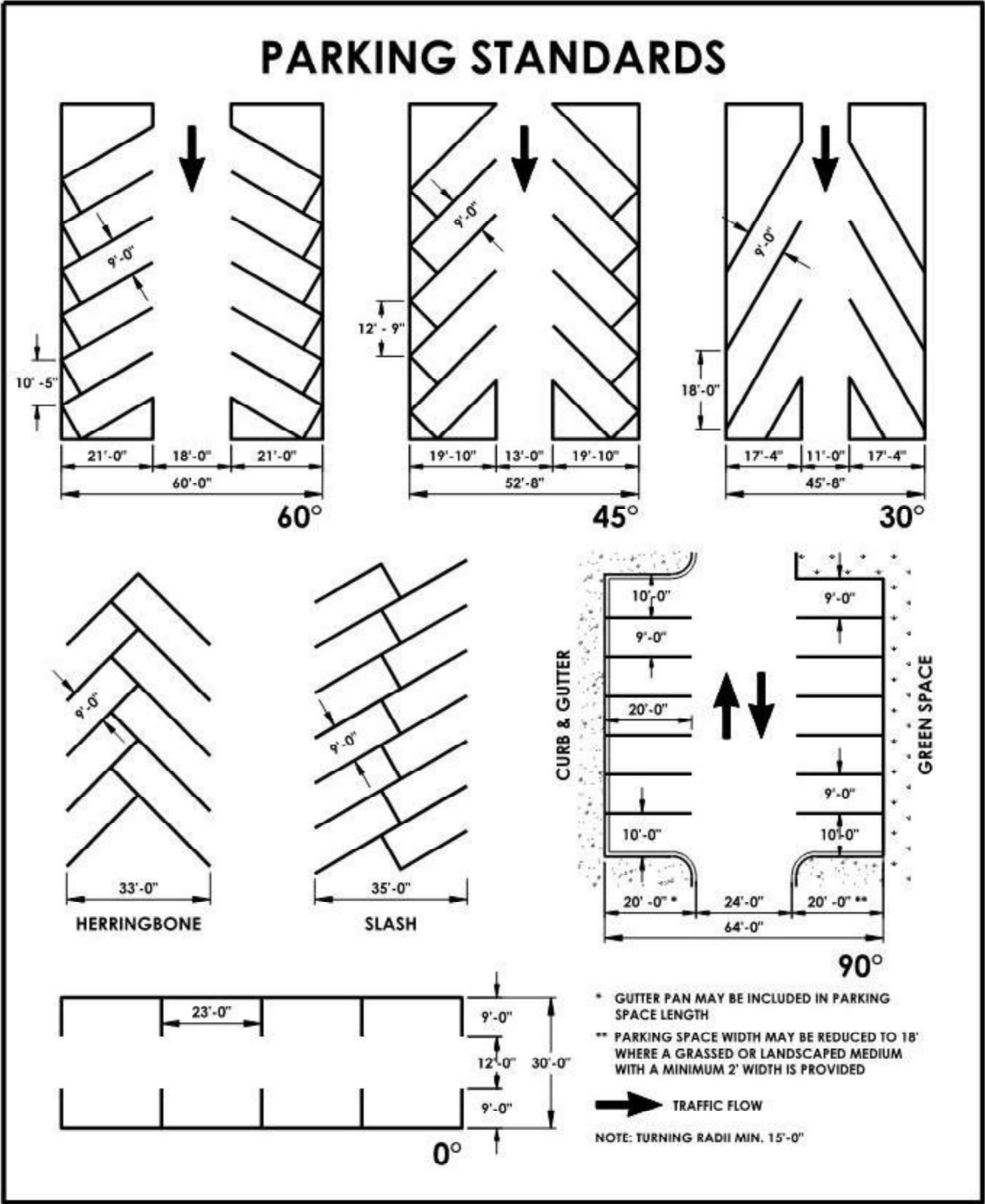
3. Wherever a building or use, constructed or established after the effective date of these regulations is changed or enlarged in floor area, number of dwelling units, seating capacity or other wise to create a need for an increase of ten percent or more in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change.
4. Off-Street parking areas provided to comply with the provisions of this Ordinance shall not be reduced below the requirements of this Ordinance.
5. Off-street parking areas shall be designed, developed and maintained in accordance with the requirements of this Article. Where parking decks or garages are proposed to meet off-street parking requirements, such structures shall meet the minimum zoning requirements for the district in which it is located.
6. Required off-street parking must be provided on the same lot or parcel as the principal use for which it is required, unless it meets the requirements for 12:1.3, 12:1.4.
7. Shell buildings with no identified tenants, parking requirements should be determined by the building's projected use, applying the highest parking ratio permitted for a given zoning district to ensure there is adequate parking for all possible future tenants and to comply with the provisions of this Ordinance.
8. In the event that the number of parking spaces required in Table 12.1, Minimum Parking Requirements, cannot be placed on the site in accordance with these regulations without the demolition of an existing structure or damage of significant trees on the site or in the public right-of-way to accommodate a parking area, or if written documentation that demonstrates that fewer spaces than required are needed because of the nature of the business, hours of operation, or availability of adjacent parking the BZA may authorize up to a 25% reduction in the total number of parking spaces required on the site.

Table 12:1 - Minimum Parking Requirements

Sector 48-49: Transportation and Warehousing	NAICS	Required Off-Street Parking Space (a)
Air Transportation	481	1.0 per 250 s.f. GFA
Transportation	482-488	1.0 per 500 s.f. GFA
U. S. Postal Service	491	1.0 per 350 s.f. GFA
Warehousing & Storage	493	1.0 per 1,000 s.f. GFA
Shell buildings with no identified tenants (see Article 12:1.1 (7) above)	N/A	1.0 per 500 s.f. GFA

Residential Uses	NAICS	Required Off-Street Parking Spaces (a)
Site Built Housing	NA	
*Single-Family Detached	NA	None 2.0 spaces per unit
*Duplex	NA	2.0 spaces per unit
*Multi-Family, Apartments	NA	1.5 spaces per unit
*Townhouses	NA	2.0 spaces per unit
*Patio Homes	NA	2.0 spaces per unit
*Parking Spaces shall be provided outside of garages and sidewalks		

12:1.7 Off-Street Parking Space Design Standard



Staff Recommendation: The Planning Commission reviewed this proposed Ordinance at their October 14, 2025 Planning Commission Meeting and recommends approval of this zoning text amendment.

Attachments:

1. Article 12:1 of the Jasper County Zoning Ordinance, Off-Street Parking (CURRENT STANDARDS)
2. Ordinance

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2025-35

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend certain provisions of Article 12:1 of the Jasper County Zoning Ordinance, *Off-Street Parking*, to add parking requirements for shell buildings and residential uses, and to update the Off-Street Parking Design Standards diagram; And Other Matters Relating Thereto

WHEREAS, the Jasper County Zoning Ordinance, as codified at Appendix A of the Jasper County Code of Ordinances, informs and guides development within the unincorporated areas of Jasper County as necessary to support existing and future needs and promote public health, safety, morals, convenience, order, appearance, prosperity, and general welfare; and

WHEREAS, Article 12:1 of the Jasper County Zoning Ordinance provides general requirements for off street parking standards; and

WHEREAS, the Jasper County Planning Department has identified the need to amend Article 12:1 to describe parking space requirements for single-family detached residential uses and shell buildings with no identified tenants; and

WHEREAS, in making the changes foregoing parking requirements, the Parking Standards diagram for off-street parking should also be revised to provide better clarity for parking space designs; and

WHEREAS, Jasper County Planning Department prepared a report that recommended certain amendments to Article 12:1 of the Jasper County Zoning Ordinance to address the foregoing parking matters; 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 Jasper County Council; and

WHEREAS, the proposed amendment to the Zoning Ordinance is now before the Jasper County Council for determination;

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

- 1. Amend Article 12:1.1, *General Requirements*** to add minimum parking space requirements for shell buildings with no identified tenant to read as follows (deleted language is marked with a ~~strike through~~, and added language is marked in *italics*):

12:1.1 General Requirements.

1. There shall be provided at the time of the erection of any building, or at the time any principal building is enlarged or increased in capacity by adding dwelling units, guest rooms, seats, or floor area; or before conversion from one (1) type of use of occupancy to another, permanent off-street parking space in the amount specified by this section. Such parking space may be provided in a parking garage or properly graded and improved open space. All portions of the required space, which are paved, shall be marked in accordance with the standards contained herein. Lines shall be visibly marked with paint.
2. Where application of the requirements of Table 12.1 result in a fractional space requirement, the next larger requirement shall apply.
3. Wherever a building or use, constructed or established after the effective date of these regulations is changed or enlarged in floor area, number of dwelling units, seating capacity or other wise to create a need for an increase of ten percent or more in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change.
4. Off-Street parking areas provided to comply with the provisions of this Ordinance shall not be reduced below the requirements of this Ordinance.
5. Off-street parking areas shall be designed, developed and maintained in accordance with the requirements of this Article. Where parking decks or garages are proposed to meet off-street parking requirements, such structures shall meet the minimum zoning requirements for the district in which it is located.
6. Required off-street parking must be provided on the same lot or parcel as the principal use for which it is required, unless it meets the requirements for 12:1.3, *or 12:1.4.*

7. *For shell buildings with no identified tenant, parking requirements should be determined by the building's projected use, applying the highest parking ratio permitted for a given zoning district to ensure there is adequate parking for all possible future tenants and to comply with the provisions of this Ordinance.*
8. In the event that the number of parking spaces required in Table 12.1, Minimum Parking Requirements, cannot be placed on the site in accordance with these regulations without the demolition of an existing structure or damage of significant trees on the site or in the public right-of-way to accommodate a parking area, or if written documentation that demonstrates that fewer spaces than required are needed because of the nature of the business, hours of operation, or availability of adjacent parking the BZA may authorize up to a 25% reduction in the total number of parking spaces required on the site.

2. **Amend 12:1.1, Table 1, *Minimum Parking Requirements*** to add minimum parking space requirements for shell buildings with no identified tenant and single family detached residential uses to Table 12:1, so as to read as follows (deleted language is marked with a ~~strike through~~, and added language is marked in *italics*):

Table 12:1 – Minimum Parking Requirements

Sector 48-49: Transportation and Warehousing	NAICS	Required Off-Street Parking Space (a)
Air Transportation	481	1.0 per 250 s.f. GFA
Transportation	482-488	1.0 per 500 s.f. GFA
U. S. Postal Service	491	1.0 per 350 s.f. GFA
Warehousing & Storage	493	1.0 per 1,000 s.f. GFA
<i>Shell buildings with no identified tenant (see Article 12:1.1 (7) above)</i>	<i>N/A</i>	<i>1.0 per 500 s.f. GFA</i>

Residential Uses	NAICS	Required Off-Street Parking Spaces (a)
Site Built Housing	NA	
*Single-Family Detached	NA	None <i>2.0 spaces per unit</i>
*Duplex	NA	2.0 spaces per unit

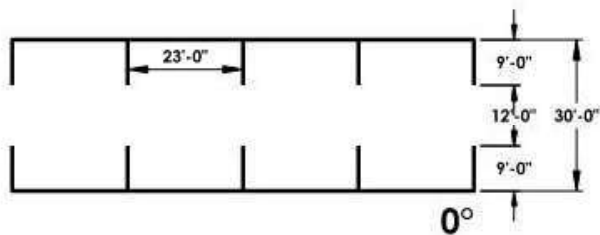
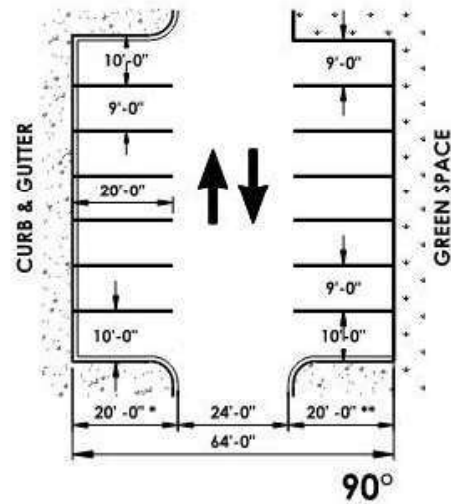
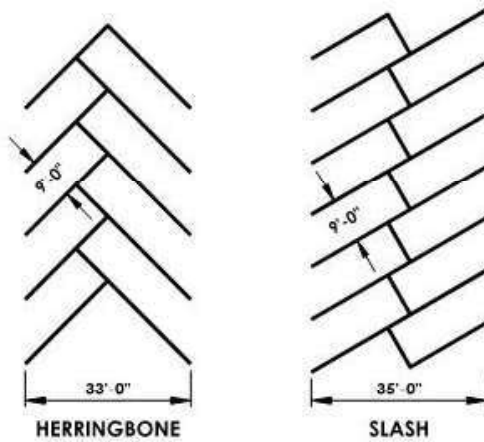
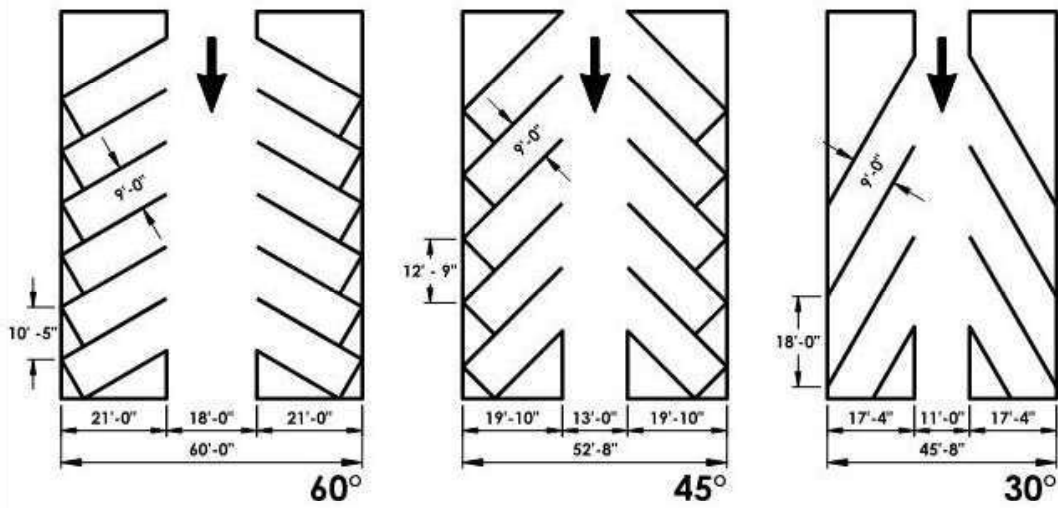
*Multi-Family, Apartments	NA	1.5 spaces per unit
*Townhouses	NA	2.0 spaces per unit
*Patio Homes	NA	2.0 spaces per unit
Manufactured Housing (Article 12:9)	NA	
Residential Designed		2.0 spaces per unit
Standard Designed		2.0 spaces per unit
* <i>Parking spaces shall be provided outside of garages and sidewalks</i>		

3. **Amend Article 12:1.5, *Design of Parking Area*** to remove the Parking Standards diagram (between Article 12:1.5 and 12:1.6).

4. **Amend Article 12:1.7, *Off-Street Parking Space Design Standard*** to replace “See Parking Standards” with the following Parking Standards diagram (to be placed above Table 12.2 entitled “Minimum Parking Requirements”).

[Diagram appears on following page]

PARKING STANDARDS



* GUTTER PAN MAY BE INCLUDED IN PARKING SPACE LENGTH

** PARKING SPACE WIDTH MAY BE REDUCED TO 18' WHERE A GRASSED OR LANDSCAPED MEDIUM WITH A MINIMUM 2' WIDTH IS PROVIDED

TRAFFIC FLOW

NOTE: TURNING RADII MIN. 15'-0"

5. Effective Date. This ordinance shall take effect upon approval by Council.

John A Kemp, Chairman

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE O-2025-35

First Reading: November 3, 2025
Second Reading: November 17, 2025
Public hearing: November 17, 2025
Enacted: _____

Considered by the Jasper County Planning Commission at its meeting on
October 14, 2025 and recommended for approval.

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

Pope Flynn, LLC

Date