Watch Live In Person or via YouTube at:

https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJlA

This meeting will be held at: **CITY OF HARDEEVILLE, COUNCIL CHAMBERS located at 205 Main St., SC 29927.**

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

To participate in a Public Hearing for a specific agenda item, email written public comments to comments@jaspercountysc.gov by 1:00 PM on Monday, September 21, 2026, or sign in on the colored Public Hearing Sign-in Sheet on the chair in the back of the Council Chambers before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

Agenda support (e-packet) can be found at:
https://www.jaspercountysc.gov/government/council/county-council-agendas-e-packets-and-minutes/

For more information, call 843-717-3696. Instructions may also be found at the Jasper County website www.jaspercountysc.gov

JASPER COUNTY COUNCIL

COUNCIL MEETING

Location: City of Hardeeville Council Chambers
205 Main St., Hardeeville, SC. 29927

Monday, September 21, 2026

AGENDA

- **Please silence your phones**

4:30 PM:

1. **Call the Meeting to Order by Chairman Rowell**

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

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

3. **Approval of the Agenda:**

4. **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 – (1) Personnel Matters

(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 – (1) Airport Litigation (2) Airport Professional Services Contract (3) Lease of Robertville Community Center – Headstart Program and Council on Aging

Any Executive Session Matter on Which Discussion Has Not Been Completed May Have Discussion Suspended for the Purpose of Beginning the Open Session at Its Scheduled Time, And Council May Return to Executive Session Discussion After the Conclusion of The Open Session Agenda Items.
<u>Note: Please Be Advised, There May Be Votes Based on Items from the Executive Session.</u>

- **Come out of Executive Session:**

- **Return to Open Session:**
  - **4.1. Council Action to be taken on items as discussed in Executive Session**

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

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5. Approval of the Consent Agenda: NONE

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

<u>6:00 PM: Regular Session</u>

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6. PROCLAMATION:

A) Chairman Rowell – Proclamation October 4 to October 10, 2026 as Fire Prevention Week in Jasper County.

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7. PRESENTATION:

Solicitor Stone – Solicitor's Office

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8. CITIZEN COMMENTS:

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

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9. RESOLUTIONS

A.) Eric Larson – Consideration of Resolution #R-2026-64 of Jasper County, SC to approve a Professional Services Agreement with Weston and Sampson Engineering Inc. to provide Landscape Architectural and Engineering Design services for the Sergent Jasper Dog Park and authorize the County Administrator to execute the agreement and related documents and other matters related thereto.

B.) Jim Iwanicki – Consideration of Resolution #R-2026-65 of Jasper County, SC to authorizing the Jasper County Administrator or Designee to undertake roadway improvements to US 278 as a part of thee 2024 Jasper County Transportation Sales Tax Referendum.

C.) Jim Iwanicki – Consideration of Resolution #R-2026-66 of Jasper County, SC to Approve a Professional Services Agreement with Evergreen Solutions to provide a Pay Plan and Classification Study for all Jasper County Positions and authorize the County Administrator to execute the agreement and related documents and other matters related thereto.

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10. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

A.) Eric Larson - Consideration of 2nd Reading and Public Hearing of an Ordinance Authorizing Jasper County to enter into a sales agreement with Elite Granite for the purchase of 2.65 acres of improved real property within the Cypress Ridge Business and Industrial Park, Ridgeland, South Carolina, (a portion of TMS 048-00-01-010) and other matters related thereto.

B.) Eric Larson - Consideration of 1st Reading of an Ordinance establishing the Lease Agreement with the Beaufort - Jasper Economic Opportunity Commission, Inc. for the use of the Robertville Community Center, located at 9731 Cotton Hill Road, Pineland, South Carolina and authorize the County Administrator to execute the agreement and related documents and other matters related thereto.

C.) Eric Larson - Consideration of 1st Reading of an Ordinance establishing the Lease Agreement with the Jasper County Council on Aging for the use of the Robertville Community Center, located at 9731 Cotton Hill Road, Pineland, South Carolina and authorize the County Administrator to execute the agreement and related documents and other matters related thereto.

D.) Lisa Wagner - Consideration of 2nd Reading and Public Hearing of an Ordinance Declaring a Temporary Moratorium on the Acceptance of, Review of, and/or Action Upon Applications for Rezoning, Special Exceptions, Special Use Permits, Building Permits, Site Plans, Plan of Development for Siting, Economic Incentives, Fee In Lieu of Taxes or Any Other Form of Incentive, That Would Authorize or Permit the Development or Construction of Data Centers, Data Processing Facilities, Cryptocurrency Mining Operations or any Other Uses Associated With Data Processing Facilities Within Jasper County; And Addressing Other Matters Related Thereto.

E.) Eric Larson - Consideration of 1st Reading of an Ordinance Consideration of 1st Reading of an Ordinance Authorizing Jasper County to enter into a sales agreement with Six by Six Holdings, LLC for the purchase of 10.0 acres of improved real property within the Cypress Ridge Business and Industrial Park, Ridgeland, South Carolina, (a portion of TMS 048-00-01-009) and other matters related thereto.

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11. Administrator's Report:

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12. Councilmember Comments and Discussion

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13. Late additions from the Chairman or Administrator after the posting of the agenda:

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14. 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* ***jcadministrator@jaspercountysc.gov*** *no later than 48 hours prior to the scheduled meeting.*

AGENDA ITEM #6

PROCLAMATION

Jasper County Emergency Services
1509 Grays Hwy (P.O.B. 1509)
Ridgeland, SC 29936
Office: 843-726-7607 Fax: 843-726-7966
Chief Russell W. Wells, Director ***John A. Smith, Deputy Director***

Fire Prevention Week 2026
October 4-10, 2026

WHEREAS, Jasper County, South Carolina is committed to ensuring the safety and security of all those living in and visiting (Insert name of state, city or county); and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces fire risks; and

WHEREAS, most of the rechargeable electronics used in homes daily, including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys, are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries and devices; and

WHEREAS, the way lithium-ion battery devices are charged can make a difference in helping prevent home fires; and

WHEREAS, safe charging includes using the cord and charger that came with your device or one approved by the manufacturer, charging on a hard, flat surface, watching for warning signs like devices that are very hot or start to swell, unplugging when fully charged, and charging larger devices like e-bikes outside and away from exits; and

WHEREAS, residents are encouraged to understand that safe charging means making smart choices every time they plug in; and

WHEREAS, Jasper County, South Carolina first responders remain dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2026 Fire Prevention Week™ theme, "Charge into Fire Safety™: Safe Charging Is a Superpower," serves to remind all residents that safe charging can help reduce the risk of fires in homes and communities;

NOW, THEREFORE, I, W.J. Rowell III, Chairman, do hereby proclaim October 4–10, 2026, as Fire Prevention Week throughout (Insert name of state, city or county), and urge all residents to learn about and practice safe charging habits.

W.J. Rowell III, Chairman

AGENDA ITEM #9A

RESOLUTION

Jasper County
Development Services Department

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-4119

Name: Eric W. Larson
Title: Development Services Director
Email address: ewlarson@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	September 21, 2026
Agenda Item:	Resolution 2026-____
Project:	Sergent Jasper Park Dog Park Development
Request:	A Resolution to consider approval of a Professional Services Agreement with Weston & Sampson Engineering, Inc. for landscape architectural and engineering design services for the development of a dog park at Sergent Jasper Park..
Action Needed:	Approval of the Resolution
Recommendation:	Staff recommends approval of the Professional Services Agreement with Weston & Sampson Engineering, Inc. in the amount of $51,850.00 for design services for the Sergent Jasper Park Dog Park.

Description:
The project will provide professional design services for the planned dog park at Sergent Jasper Park. Services will include landscape architectural and engineering design and preparation of plans and related project documents necessary to develop the park. The total professional services fee is $51,850.00**.**

Staff Recommendation:
Approve a Resolution to authorize Weston & Sampson Engineering, Inc. in the amount of $51,850.00 for design services for the Sergent Jasper Park Dog Park.

Attachment(s):
Resolution 2026-____

JASPER COUNTY, SOUTH CAROLINA

RESOLUTION NUMBER R-2026-____

A RESOLUTION OF JASPER COUNTY COUNCIL, SOUTH CAROLINA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WESTON & SAMPSON ENGINEERING, INC. TO PROVIDE LANDSCAPE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR A DOG PARK AT SERGENT JASPER PARK; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Jasper County, South Carolina (the "County"), acting through the Jasper County Council as its governing body ("County Council"), is a political subdivision of the State of South Carolina (the "State") and possesses all general powers granted by the Constitution and statutes of the State to such public entities; and

WHEREAS, the County desires to obtain professional landscape architectural and engineering design services for improvements to Sergent Jasper Park; and

WHEREAS, Weston & Sampson Engineering, Inc. (the "Consultant") has agreed to provide the requested professional services in accordance with the terms and conditions set forth in the Professional Services Agreement attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, the Professional Services Agreement establishes the scope of services, deliverables, and compensation for the requested design services, with a total fee of **$51,850.00**; and

WHEREAS, County staff recommends approval of the Professional Services Agreement with Weston & Sampson Engineering, Inc. to provide landscape architectural and engineering design services for Sergent Jasper Park.

NOW, THEREFORE, BE IT RESOLVED, by the Jasper County Council, in meeting duly assembled, that:

1. **Approval of Agreement.**
   The County Council hereby approves the Professional Services Agreement with Weston & Sampson Engineering, Inc. for landscape architectural and engineering design services for Sergent Jasper Park, substantially in the form attached hereto as **Exhibit "A."**
2. **Authorization to Execute.**
   The County Administrator is hereby authorized to execute the Professional Services Agreement on behalf of Jasper County and to execute such related documents as may be necessary to carry out the intent of this Resolution.
3. **Minor Modifications.**
   The County Administrator, in consultation with the County Attorney, is authorized to

approve and execute minor modifications to the Professional Services Agreement that do not materially alter the scope of services or compensation approved by County Council.

4. **Final Agreement.**
   The execution and delivery of the final Professional Services Agreement by the County shall constitute conclusive evidence of the County Council's approval thereof.
5. **Severability.**
   Should any portion of this Resolution be deemed unconstitutional, invalid, or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed severable.
6. **Repeal of Inconsistent Actions.**
   All orders, resolutions, and enactments of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby revoked and rescinded.
7. **Effective Date.**
   This Resolution shall take effect and be in full force and effect upon enactment by the County Council.

[SIGNATURE PAGE FOLLOWS]

RESOLVED this 21st day of September, 2026, in a meeting duly assembled.

_______________________________________ **(SEAL)**
W. J. Rowell III, Chairman
County Council of Jasper County, South Carolina

ATTEST:

Wanda Hendrix-Giles
Clerk to County Council

Resolution R-2026-____
Adopted: September 21, 2026

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

_______________________________________ _______________________________________
Burr & Forman LLP **Date**
Walter J. Nester, III
Partner

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

3955 Faber Place Drive, Suite 200, North Charleston, SC 29405
Tel: 843.881.9804

August 28, 2026

Eric W. Larson, PE AICP, CFM CPSWQ
Director of Development Services
Jasper County
Clementa C. Pinckney Government Building
358 Third Avenue, Room 202C
P.O. Box 1149
Ridgeland, South Carolina 29936

via email: ewlarson@jaspercountysc.gov

Re: SERGEANT JASPER DOG PARK - 1458 Red Dam Rd, Hardeeville, SC 29927
JASPER COUNTY, SC RFQ IDC - PROPOSED SCOPE OF SERVICES

We are pleased to submit this proposal for your consideration, regarding the new dog park at Sergeant Jasper Dog park located in Hardeeville, SC. Our current understanding of the project is as follows:

Design Services & Documentation:

- Proposed site of the new dog park is on the south side of the parking lot between the playground and a walking trail – between .25 - .5 acres
  - 

- On site Meetings included:
  - One initial Site Visit to review existing conditions, mark trees to remain, and discuss extents of proposed dog park fenced area in person, see allowance per site visit given in fee schedule
- Virtual Meetings included:
  - Two, one at Schematic Design (SD) and one at Design Development (DD)
- Design includes bid drawings and technical specifications for two separate fenced areas (small and large breed) with two separate vestibule style entries and mower gate accesses at each side, water human/dog fountains and hose-bibs, doggy waste stations (owner provided/ GC installed), 2 benches each side with shade sails, 2/3 pieces of play equipment from vendor.
  - Keep accessories (bench, shade sails, and play equipment) as separate line items/ unit prices
  - Fence design is black coated chain-link, 72” height
- Structural engineering allowance is included for fence and equipment foundations, see fee schedule.
- Survey will be provided by Patriot Surveying and is included via allowance, see fee schedule.
  - Includes topographic survey, tree identification greater than 8”, tree cover, flood zone review, and actual fee will be defined with refined scope area on site

- Civil/ Site Engineering allowance is included to review grading, drainage, and water utility tie-ins once survey is complete, see fee schedule.
- Cost estimate (one) is Included to be complete at 75% design drawings and due by February 2027

Bidding Phase Services

  - Assumed One Bid Period – assist in document preparation, bid advertisement, and reviewing bids
  - It is assumed the owner or plan room will host the bid package
  - Virtual Meetings included:
    - One pre-bid
  - Answering questions during bid and issuing one addendum, if required

Construction Administration Services

  - On site Meetings included:
    - One on site Pre-Construction Meeting
    - One on site punchlist at Completion
  - Virtual Meetings included:
    - Four OAC meetings, or twice monthly, whichever is less
  - Answering RFIs and Submittals, and Pay Applications

Schedule

Contract sign	9/15/2026
SD Phase with Owner Review	11/3/2026
DD complete, give to Cost Estimator	1/5/2027
Quality Control Process	3/5/2027
Final Documents/ Bid Set to Owner	3/26/2027
Bid Advertisement	4/1/2027

Fee Schedule	Cost
Design Phase Services & Documentation	$17,525
Bidding Phase Services	$4,400
Construction Administration Services	$9,850
Cost Estimate (at 75% complete, due by February 2027)	$7,600
Additional Unit Price or Allowance	
Structural Engineer Allowance Range	$4,000-8,000
Civil/ Site Engineer Allowance (grading, if needed, & utilities)	$9,000
Survey Allowance (Patriot Surveying)	$6,500
Site Visit (assumed 5 hours + mileage) Each	$1,375 ea
Reimbursable Expenses are in addition to the fee and Cost +10%	

Hourly Billing Rates

Principal in Charge	$285
Project Architect/ Senior PM	$250
Project Designer	$175
Administration	$125

Clarifications and Exclusions:
1. Changes or revisions to original scope
2. Additional Meetings other than those listed
3. Signage package or design
4. Management of Consultants other than those listed
5. Hard copies of plans or specifications manual
6. Geotechnical, hazardous-materials assessment, and/or environmental reviews are not included.
7. Any services not included in this agreement

Work will be completed per the schedule above and based upon on a lump sum contract. The fee will be billed monthly based on the percentage of work completed.

Weston & Sampson's services will be provided as described herein and in accordance with the attached Weston & Sampson General Terms and Conditions dated August 28, 2026, which are a part of our agreement with you. If you agree with this proposal and wish to retain us to provide the proposed services, please sign and return one copy of this proposal to us as authorization to proceed with performance of these services. Also, please initial, date, and return the enclosed General Terms and Conditions that are hereby incorporated by reference.

We are pleased to submit this proposal and look forward to working with you on this project. If you have any questions on this matter, please contact either of us below.

Sincerely,
WESTON & SAMPSON ENGINEERS, INC.

Joellen Rogers, AIA
Senior Project Manager
Rogers.Joellen@wseinc.com
843-323-1350

Brian McCusker
Team Leader | Associate
mccuskerb@wseinc.com
(843) 881-9804

ACCEPTED FOR:

Jasper County, SC

By Its ______________________________

____

Date: ______________________________

Enclosures:

- General Terms & Conditions

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated August 28, 2026, is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.

2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the OWNER shall not be allowed by WESTON & SAMPSON. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.

3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of $50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.

5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON

or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.

7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:

   a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.

   b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.

   c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.

   d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.

   e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.

   f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

   g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.

   h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.

   i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.

   j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.

8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the

terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.

9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.

10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.

11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.

12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.

13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.

15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other

notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

18. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Approved by:

____

OWNER Name

____

Signature Date

____

Printed Name and Title

AGENDA ITEM #9B

RESOLUTION

STATE OF SOUTH CAROLINA
JASPER COUNTY COUNCIL
RESOLUTION R-2026-65

A RESOLUTION AUTHORIZING THE JASPER COUNTY ADMINISTRATOR OR DESIGNEE TO UNDERTAKE ROADWAY IMPROVEMENTS TO US 278 AS A PART OF THE 2024 JASPER COUNTY TRANSPORTATION SALES TAX REFERENDUM

WHEREAS, Jasper County seeks to become qualified by the South Carolina Department of Transportation (SCDOT) as a Local Public Agency (LPA) to manage the US 278 widening project from John Smith Road to University Boulevard, which is partially funded using federal, state, or local funding; and

WHEREAS, the SCDOT may delegate the management of the Federal-aided project to an LPA, in accordance with the Code of Federal regulations, 23CFR 1.11 and 635.105; and

WHEREAS, Jasper County, as an LPA, would manage all phases of the project through a contractual agreement with SCDOT in accordance with the Procedures for Local Public Agency Project Administration; and

WHEREAS, SCDOT LPA Administration requires official documentation that establishes clear authority for the County Administrator or other designated local officials to enter such project agreement with SCDOT; and

NOW, THEREFORE, BE IT RESOLVED by Jasper County Council authorizes the County Administrator or their designee to enter into a project agreement with SCDOT to manage the US 278 project as a Local Public Agency.

DONE, RATIFIED AND ADOPTED this ___ day of March 2026.

________________________(SEAL)
W. J. Rowell III, Chairman
County Council of Jasper County, South Carolina

ATTEST:

____
Wanda Hendrix-Giles
Clerk to County Council

Resolution R-2026-65
Adopted: September ____, 2026

AGENDA ITEM #9C

RESOLUTION

STATE OF SOUTH CAROLINA
JASPER COUNTY

RESOLUTION NUMBER R-2026-66

RESOLUTION OF JASPER COUNTY COUNCIL TO APPROVE SPECIAL SERVICES FOR A CLASSIFICATION AND COMPENSATION STUDY, AND MATTERS RELATED THERETO

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; and

WHEREAS, section 2-413 further provides that the departments using such services may contract on their behalf for such services provided that the following requirements are met: 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; and

WHEREAS, the Jasper County Council has requested staff to engage a firm to provide a classification and compensation study in Fiscal Year 2027; and

WHEREAS, the Human Resources Director requested and received proposals from five firms for a classification and compensation study "study"; and

WHEREAS, the Human Resources Director, along with the County Administrator and the Chief Procurement Officer have determined that Evergreen Solutions has the experience and expertise necessary to conduct the study for Jasper County; and

Whereas, it is the desire of the Council and the staff to have the study completed in Fiscal Year 2027 for implementation in the Fiscal Year 2028 budget; and

WHEREAS, Evergreen Solutions proposed a total cost is $48,500 and the estimated completions is four (4) months; and

WHEREAS, the funds for the classification and compensation study are included in the Fiscal Year 2027 budget in the following line items:
CONSULTING SERVICES (010-062-3772) $48,500; and

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 approves the services of Evergreen Solutions and authorizes the Interim County Administrator to negotiate and execute all necessary agreements for the classification and compensation study.

SIGNATURES FOLLOW

This Resolution No. R- 2026-66 made this 21st day of September 2026.

____
W. R. Rowell, III, Chairman

ATTEST:

____
Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

________________________ _____________
Jasper County Attorney **Date**

Evergreen Solutions, LLC
2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

July 30, 2026

Nicole Holt, PSHRA-CP
Human Resources Director
Jasper County
P.O. Box 150
Ridgeland, SC 29936

SUBMITTED VIA EMAIL: nholt@jaspercountysc.gov

Dear Ms. Holt:

We appreciate the opportunity to submit a letter proposal to conduct a Classification and Compensation Study for Jasper County. I have prepared a work plan outlining the tasks, activities, and milestones necessary to accomplish this study as well as a proposed timeline and cost. Evergreen understands the County has approximately 425 employees and we have around 35 pay classes and around 250 job descriptions.

Detailed Work Plan

Task 1.0
Project Initiation

TASK GOALS

- Finalize the project plan with the County.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final timeline for all project milestones and deliverables.

TASK ACTIVITIES

1.1 Discuss with the County's Project Manager (CPM) and any other key personnel the following objectives:

- review our proposed methodology, approach, and project work plan to identify any necessary revisions;
- reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
- establish an agreeable communication schedule.

1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the County and some of the short- and long-term priorities. This activity serves as the basis for assessing where the County is going and what type of pay plan will reinforce current and future goals.

1.3 Obtain relevant materials from the County, including:

- any previous projects, research, evaluations, or other studies that may be relevant to this project;
- organizational charts for the departments and divisions, along with related responsibility descriptions;
- current position and classification descriptions, salary schedule(s), and classification system.

1.4 Review and edit the project work plan and submit a timeline for the completion of each project task.

1.5 Provide project updates to the CPM throughout the study.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of County staff

Task 2.0
Evaluate the Current System

TASK GOAL

- Conduct a comprehensive preliminary evaluation of the existing compensation and classification plan(s) for the County .

TASK ACTIVITIES

2.1 Obtain the existing pay structure and compensation philosophy (if any). Review the existing pay structure and look for potential problems and issues to be resolved.

2.2 Identify the strengths and weaknesses of the current pay plans and structures for the County.

2.3 Discuss any pay compression issues and provide possible solutions with the CPM.

2.4 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Assessment of current conditions

Task 3.0
Collect and Review Current Environment Data

TASK GOALS

- Conduct statistical and anecdotal research into the current environment within the County.
- Guide subsequent analytical tasks.

TASK ACTIVITIES

3.1 Schedule and conduct employee orientation sessions to describe the scope of work and methodology.

3.2 Interview department heads to obtain relevant information and statistical data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.

3.3 Hold focus groups with a sample of employees to obtain additional relevant information on specific compensation issues and policies.

3.4 Work with the CPM and Human Resources staff to administer the JATs and MITs. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPM before distribution of the JAT/MIT questionnaire.

3.5 Review any data provided by the County that may provide additional relevant insight.

KEY PROJECT MILESTONES

- Department head interviews
- Employee focus groups and orientation sessions
- JAT/MIT distribution

Task 4.0
Evaluate and Build Projected Classification Plan

TASK GOALS

- Identify the classification of existing positions utilizing the approved method for job evaluation.
- Characterize internal equity relationships within the County.

TASK ACTIVITIES

4.1 Ensure that all draft class specifications for included employees are provided to Evergreen by the CPM.

4.2 Review the work performed by each classification and score based on job evaluation. Include an evaluation of supervisory comments.

4.3 Review job evaluation scores and identify the classification of positions.

4.4 Schedule and conduct additional follow-up with employees for jobs where uncertainty exists over data obtained from job evaluation.

4.5 Develop preliminary recommendations for the classification structure and discuss with the CPM. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the job evaluation scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.

4.6 Finalize recommendations with the CPM.

KEY PROJECT MILESTONES

- Job evaluation scores by class
- Recommended classification changes
- Preliminary job structure based on internal equity

Task 5.0
Identify List of Market Survey Benchmarks and Approved List of Targets

TASK GOALS

- Identify positions for the market salary survey.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market assessment of salary.

TASK ACTIVITIES

5.1 Identify and review the classifications that will be used as benchmarks for the market salary survey. Note: Evergreen will work with the CPM to identify up to 100 classifications that will be used as benchmarks for the salary survey.

5.2 Finalize the list of positions with the CPM.

5.3 Develop a preliminary list of organizations for the external labor market survey of salary, placing a comparative emphasis on characteristics such as:

- size of the organization;
- geographic proximity to the Richland area;
- economic and budget characteristics; and
- other demographic data.

5.4 Review and finalize with the CPM up to 20 peer organizations that should be included in the market salary survey.

5.5 Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.

5.6 Review survey methodology with the CPM and refine survey methodology prior to distribution of the survey.

5.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Final list of benchmark positions for the external labor market assessment salary survey
- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

Task 6.0
Conduct Market Salary Survey and Provide External Assessment Summary

TASK GOALS

- Conduct the external labor market salary survey.
- Provide a summary of the market salary survey results to the CPM.

TASK ACTIVITIES

6.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss questions and categories for the market survey.

6.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.

6.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.

6.4 Collect and enter survey results into Evergreen's electronic data analysis tools.

6.5 Validate all data submitted.

6.6 Develop summary report of external labor market salary assessment results.

6.7 Submit summary report of external labor market salary assessment results to the CPM.

KEY PROJECT MILESTONES

- Market survey instrument
- Summary report of external labor market salary assessment results

Task 7.0
Develop Strategic Positioning Recommendations

TASK GOALS

- Determine the County's compensation philosophy.

- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

7.1 Identify the accepted compensation philosophy and accompanying thresholds.

7.2 Using the market salary survey data collected in Task 6.0, and the classification data reviewed in Task 4.0, determine the proper pay structure/ranges for the County's classifications.

7.3 Produce a revised or new pay scale(s)/structure that best meets the needs of the County from an internal and external equity standpoint.

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account internal and external equity

- Plan for addressing unique, highly competitive positions

Task 8.0
Conduct Solution Analysis

TASK GOALS

- Conduct analysis comparing job evaluation values.

- Survey results for the benchmark positions.

- Produce several possible solutions for implementation.

TASK ACTIVITIES

8.1 Conduct regression analysis or other appropriate techniques to properly slot each included classification into the proposed pay plan for the County.

8.2 Place all classifications into pay grades based on Task Activity 8.1. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.

8.3 Create implementation solutions for consideration that take into account the current position of the County as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.

8.4 Discuss with the CPM potential solutions.

8.5 Determine the best solution to meet the needs of the County in the short-term and long-term.

8.6 Document the accepted solution.

KEY PROJECT MILESTONES

- Initial regression analysis
- Potential solutions
- Documented final solution

Task 9.0
Develop and Submit Draft and Final Reports

TASK GOALS

- Develop and submit a draft and Final Report of the Classification and Compensation Study for Jasper County.
- Present the Final Report.

TASK ACTIVITIES

9.1 Produce a comprehensive draft report that captures the results of each previous step, including a complete listing of the allocation of job classes to salary range requirements. Provide the CPM with a draft final report for review that will include all costs associated with recommendations as well as detailed implementation strategies.

9.2 Make edits and submit necessary copies of the Final Report to the CPM.

9.3 Present the Final Report.

9.4 Develop a communication plan for sharing study results with employees of the County.

9.5 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

- Draft and final reports
- Final presentation
- Communication plan

Task 10.0
Develop Recommendations for Compensation Administration

TASK GOALS

- Develop recommendations for a maintenance program so administration by County staff may sustain the recommended compensation system/structure.
- Conduct training.

TASK ACTIVITIES

10.1 Develop recommendations and guidelines for continued administration and maintenance of the classification and compensation system by County staff, including recommendations and guidelines related to:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay
- how often to adjust pay scales and survey the market;
- the timing of implementation; and
- how to keep the system fair and competitive over time.

10.2 Finalize and present recommendations to the CPM for review.

10.3 Provide training and instructional tools to Human Resources Department staff to ensure that staff can conduct individual salary audits/adjustments consistent with study methods until the next formal study is conducted using Evergreen's ***JobForce Manager*** tool that will enable Human Resources staff to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs – allowing for streamlining, and an increase in fairness and transparency of regular compensation and classification tasks after solution implementation.

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Training on Evergreen's ***JobForce Manager*** tool

Task 11.0
Provide Updated Class Descriptions

TASK GOALS

- Update existing class descriptions.
- Create new class descriptions for only those classifications recommended by Evergreen as a result of the job evaluation process.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word).

TASK ACTIVITIES

11.1 Assess current class descriptions for form, content, validity, and ADA, FLSA, EEO compliance, etc.

11.2 Discuss any necessary changes to the class description format with the CPM.

11.3 Update included classification descriptions based on data gathered from the job evaluation process.

11.4 Create new class descriptions only for those classifications recommended by Evergreen as a result of the job evaluation process.

11.5 Recommend a systematic, regular process for reviewing class descriptions.

KEY PROJECT MILESTONES

- Updated class descriptions
- New class descriptions, as needed
- Recommendations for regular review of class descriptions

Our total, not-to-exceed, fixed cost to complete all tasks in our detailed work plan is $48,500. Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect cost (overhead), clerical support, and all other out-of-pocket expenses. Our cost includes two onsite visits to the County to perform the work as most of the work can be performed virtually. Evergreen can conduct this study in approximately four months from the execution of a contract.

Our preferred method of invoicing is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Task 3
- 25% - upon completion of Tasks 4 – 6
- 15% - upon completion of Tasks 7 – 8
- 10% - upon completion of Tasks 9 – 11

We would love the opportunity to work with Jasper County. If you need any additional information, please feel free to contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,

Jeffrey Ling, PhD, President
Evergreen Solutions, LLC

AGENDA ITEMS #10

PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

AGENDA ITEM #10A

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "**Agreement**") by and between **Jasper County**, a political subdivision of the State of South Carolina (hereinafter "**Seller**"), and **Elite Marble and Granite of Bluffton LLC**, a South Carolina limited liability company (hereinafter "**Purchaser**"). The Agreement is effective as of the date the last of Seller or Purchaser executes this Agreement (the "Effective Date"), subject to formal ratification by Jasper County Council as set forth in **Addendum No. 1** attached hereto.

RECITALS:

WHEREAS, Seller owns certain real property in Jasper County, South Carolina, more specifically identified as that certain tract or parcel of land being located in Jasper County, South Carolina consisting of ± 2.65 acres, more or less, being a portion of Tax Parcel number of 048-00-01-010 , as generally depicted on Exhibit "A" attached hereto and by this reference made a part hereto, located in the Cypress Ridge Business and Industrial Park, Ridgeland, SC, together with any improvements thereon and all easement rights, personal property, contract rights, permits, licenses and other rights benefitting and pertaining to the Property (collectively, the "**Property**"); and

WHEREAS, the Parties have had discussions with respect to the sale and purchase of the Property and the method, procedure, manner and timing of the acquisition thereof and it is their desire to finalize and document their understandings with respect thereto.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and with the foregoing recitals incorporated herein by reference, the parties agree as follows:

1. **Property**. Seller agrees to sell and Purchaser agrees to purchase, the Property upon the terms and conditions hereinafter set forth.

2. **Purchase Price; Earnest Money.**

2.1 Purchase Price. The purchase price for the Property shall be One Hundred Six Thousand and No/100 Dollars ($106,000.00) ("**Purchase Price**"), to be paid as follows:

a. $1,000.00 earnest money deposit, to be paid to the escrow agent named below within ten (10) days of the Effective Date and applied against the Purchase Price at Closing;

b. $105,000.00 , representing the balance of the purchase price to be due and payable at closing (as defined below), and such costs as are Purchaser's responsibility, subject to such adjustments and prorations provided herein, including credit for any extension payment made to extend the Due Diligence Period as set forth below.

2.2 All amounts due hereunder shall be paid in United States currency by bank wire transfer to an account designated by Seller.

2.3 Earnest Money.

Within ten (10) days of the Effective Date, Purchaser will deposit with Harvey and Battey, PA, (the "Escrow Agent"), by wire transfer or check, the sum of One Thousand and 00/100 Dollars ($1,000.00) (the "**Earnest Money**" or the "Deposit"). The Earnest Money shall be fully refundable during the Due Diligence Period (as defined herein). Thereafter, the Earnest Money shall be deemed non-refundable to Purchaser, except in the event of a Seller default or as otherwise provided for herein. Unless earlier disbursed, the Earnest Money shall be disbursed to Seller and credited against the Purchase Price at the Closing. The Earnest Money shall be held in a non-interest bearing IOLTA trust account. If Purchaser fails to timely deliver the entire Deposit, then this Agreement shall be terminated at the option of Seller. Upon Seller's election to terminate this Agreement due to a failure of Purchaser to deliver the Deposit, the parties hereto shall have no further obligations to each other hereunder.

This Agreement constitutes and shall serve as escrow instructions to Escrow Agent for the purposes of administering the escrow account and Earnest Money. In the event (i) any dispute arises between Seller and Purchaser regarding the disbursement of the Earnest Money or (ii) Escrow Agent receives conflicting instructions with respect thereto, Escrow Agent shall withhold such disbursement until otherwise instructed in writing by both parties or until directed by a court of competent jurisdiction. If Escrow Agent incurs fees or expenses as a result of such a dispute, then Seller and Purchaser shall split equally the payment of such fees and/or expenses between them. Seller and Purchaser agree that, except as provided herein, Escrow Agent shall incur no liability whatsoever in connection with Escrow Agent's performance under this Agreement. Seller and Purchaser hereby jointly and severally release and waive any claims they may have against Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage caused by any of its employees' acts of wanton or willful misconduct while performing as Escrow Agent.

3. **Survey.**

Within the Due Diligence Period, Purchaser will commission, at Purchaser's sole expense, a survey of the Property to be transferred to Purchaser (the "**Survey**") by a registered South Carolina surveyor. Once approved by both Seller and Purchaser, the Survey shall be used as a basis for the legal description of the Property being conveyed pursuant to the terms of this Agreement ("Legal Description") and shall be used to determine the exact acreage of the Property. The Survey shall set forth the location, dimensions and total number of square feet (or acres) of land of the Property and the metes and bounds description of the Property. Purchaser and Seller agree to substitute the Legal Description for the Property attached as **Exhibit "A"** to this Agreement upon receipt of the Legal Description from the surveyor based on the approved Survey, with reference to the plat incorporating the metes and bounds, courses and distances as shown said plat. Purchaser shall have twenty days after delivery of the Survey for approval to assert any objections to the Survey. In the event that Purchaser, in its sole discretion, is dissatisfied with any matter set forth on the Survey, Purchaser may (i) terminate this Agreement within five (5) days of the later of the event set forth immediately proceeding, or (ii) state an objection to such matter in writing to Seller on or prior to the expiration of the Closing Date. Upon receipt of such objection, Seller shall have a period of five (5) business days to elect (i) to cure the matter in a manner satisfactory to Purchaser prior to Closing or (ii) to notify Purchaser it will not cure the matter in a manner satisfactory to Purchaser prior to Closing. If Seller elects not to cure such matter(s), then Purchaser shall have five (5) business days after receipt of such notice from Seller to either (i) notify Seller it is terminating this Agreement or (ii) notify Seller it will continue the Agreement and accept the matter(s) as Permitted Title Exception(s).

4. **Inspection.**

(a) To the extent that such documents exist and are in Seller's possession, Seller shall make available to Purchaser within ten (10) business days after the Effective Date (i) a copy of Seller's existing owner's title insurance policy for the Property or, if same is dated later than such policy, a copy of any existing title commitment for the Property, and (ii) the most recent survey of the Property in the possession of Seller, and (iii) any governmental approvals, permits or correspondence, engineering data, reports, zoning approval, plans and tests, environmental data and reports, subdivision plans and reports, utility commitments, drainage reports, soils reports, zoning restrictions, deed restrictions, and other similar documents, and all recorded instruments affecting the Property .

(b) Purchaser shall have thirty (30) days from the Effective Date ("Due Diligence Period") to inspect the Property and to conduct all other due diligence matters, including but not limited to surveying, geotechnical testing, Phase 1 and 2 environmental site assessments, Due Diligence studies, and wetlands delineations. Purchaser may terminate this Agreement for any or no reason by giving written notice to Seller on or before the last day of the Due Diligence Period, in which event all Earnest Money, less $100.00 which shall be delivered to Seller as consideration for removing the Property from the market, shall be promptly refunded to Purchaser and the parties to this Agreement shall be relieved of all rights and obligations hereunder, except for those that by the express terms hereof survive any termination of this Agreement.

(c) Purchaser shall be entitled to two (2) thirty (30) day extensions of the Due Diligence Period upon the deposit of the sum of Five Thousand and 00/100 Dollars ($5,000.00) (each, an "Extension Deposit") with Escrow Agent as an additional earnest money deposit for each extension so exercised. Each Extension Deposit so tendered by Purchaser shall be treated as part of the Deposit and governed by Section 2.3 of this Agreement. Commencing on the Effective Date and expiring at the termination of the Due Diligence Period, as such may have been extended, Purchaser's and/or its agents, consultants, contractors, employees and principals ("**Purchaser's Agents**") shall have the right to investigate the Property and all matters relevant to the acquisition, ownership, development, permitting, governmental approval, and utility supply of and for the Property, including, without limitation, the right to enter onto the Property to conduct, at Purchaser's sole cost and expense, such physical, engineering, environmental, soil and Due Diligence studies on the Property as Purchaser deems appropriate. No inspection, examination, study, or test shall interfere with Seller's use of the Property and/or violate any law or regulation of any governmental entity having jurisdiction over the Property. Purchaser acknowledges that, as of the expiration of the Due Diligence Period, Purchaser will have had a full opportunity and adequate time to inspect and investigate the condition of the Property to Purchaser's full satisfaction.

If Purchaser determines, in its sole and absolute discretion, that the Property is unsuitable for the intended use, or for any reason or for no reason, Purchaser may terminate this Agreement by written notice to Seller prior to the expiration of the Due Diligence Period (as the same may be extended pursuant to Section 4(c) above), in which event the Earnest Money, less $100.00 which shall be delivered to Seller as consideration for removing the Property from the market, shall be returned to Purchaser and the parties shall be relieved of any further rights or obligations hereunder. If Purchaser elects to terminate this Agreement by providing written notice of its intention to terminate to Seller, Purchaser shall restore the Property to its condition immediately prior to entry thereon by Purchaser and Purchaser's Agents, and shall deliver to Seller any materials prepared in Purchaser's investigation of the Property, but specifically excluding information relating to Purchaser's business such as market studies, as soon as practicable thereafter. If Purchaser does not so notify Seller in writing of its intention to terminate prior to the expiration of the Due Diligence Period, Purchaser shall be deemed to have determined the Property to be suitable for the intended use and this Agreement shall continue in full force and effect pursuant to the terms contained herein, and the Earnest Money shall become non-refundable except for Seller default in performing its obligations hereunder.

To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller and their respective members, officers, directors, employees, agents and consultants (collectively, the "**Sellers**") from and against any and all claims, causes of action, damages, costs, and expenses of any kind, including, without limitation, reasonable attorneys' fees and court costs arising from any activities undertaken by Purchaser or its agents, consultants, contractors, employees, or principals on the Property as part of the exercise of Purchaser's rights hereunder; provided, however, in no event shall Purchaser or Seller be responsible for any reduction of value of the Property resulting from the discovery of any hazardous substances on, or other defects in the Property.

5. **Closing.**

5.1 Closing Date. Closing shall occur on or before thirty (30) days after expiration of the Due Diligence Period (as the same may be extended pursuant to Section 4(c) above). The date on which Closing occurs shall be referred to as the "**Closing Date**".

5.2 Closing Costs and Prorations.

At the Closing, Seller shall pay fees for the recording of (i) any lien or mortgage release or satisfaction, if any, necessary to deliver the Property, free of such lien or mortgages; and (iii) any costs incurred by Seller, including its own attorneys' fees.

At the Closing, Purchaser shall pay or cause to be paid on Purchaser's behalf (i) all costs and charges incident to any mortgage executed by Purchaser, including, without limitation, recording fees, mortgagee's title insurance premiums, mortgage application, origination, and assumption fees, and costs for any survey work undertaken by Purchaser, if applicable; (ii) the recording fees and deed stamps/transfer fee for recording the Deed; (iii) owner's title insurance premiums, endorsements and fees; and (v) any costs incurred by Purchaser, including its own attorneys' fees.

Ad valorem taxes against the Property for tax year 2026 shall not be pro-rated, as County-owned property is exempt.

5.3 Title.

Purchaser may obtain, at Purchaser's sole cost and expense, a commitment for an owner's policy of title insurance for the Property (the "**Title Commitment**"), which Title Commitment shall be issued by a South Carolina licensed title insurance company (the "**Title Company**"). Purchaser shall have until forty five (45) days after the Effective Date ("**Title Review Period**") to review the status of title to the Property, obtain a survey at Purchaser's expense (if desired), and deliver written notice to Seller of any objections Purchaser may have to title exceptions or defects identified in such commitment or disclosed by such survey other than Permitted Exceptions (the "**Title Objections**").

As used herein, the term "**Permitted Exceptions**" means (i) liens for taxes (including, roll-back taxes), assessments, both general and special, and other governmental charges that are not yet due and payable (but which shall be pro-rated as described herein), (ii) building codes and zoning ordinances and other laws, ordinances, regulations, rules, orders or determinations of any federal, state, county, municipal or other governmental authority heretofore, now or hereafter enacted, made or issued by any such authority affecting the Property, (iii) rights of riparian landowners for the use and the continued flow of the streams and creeks running over, upon, and through the Property, if any, (iv) development and use restrictions and conditions imposed by federal, state, and local laws with respect to those portions of the property designated as "wetlands," if any, (v) all matters, restrictions and matters that would be disclosed by an accurate survey of the Property but not properly raised as a Title Objection, and (vi) any matter listed in the Title Commitment but not properly raised as a Title Objection.

Except for matters as to which Purchaser is entitled to object hereunder and which such title Objections are described in any such notice from Purchaser, Purchaser shall be deemed to have waived its right to object to, and to have approved, all title exceptions or defects indicated on the Title Commitment. If Purchaser notifies Seller of any Title Objection(s), Seller shall have twenty (20) days after receipt of such notice to attempt or not attempt to cure or satisfy such Title Objection(s); provided however, Seller shall not be required to remove any Title Objection. If Purchaser raises any Title Objection and the Title Objection is not satisfied by Seller within the time period allowed, Purchaser shall have the right to terminate this Agreement and receive a return of the Earnest Money, in which event the parties shall be relieved of any further rights or obligations hereunder, except as to any indemnity obligations of Purchaser which expressly survive the termination of this Agreement, or Purchaser may proceed with each Closing without abatement to the Purchase Price. If Seller does so cure or satisfy the Title Objection, this Agreement shall continue in full force and effect. Purchaser shall have the right at any time to waive any Title Objection that Purchaser may have made and proceed to Closing. Notwithstanding the above, Seller shall remove all monetary liens or encumbrances created by, through, or under Seller encumbering the Property prior to or at Closing. The proceeds from the Closing may be utilized to pay such monetary liens or encumbrances.

Purchaser, at its sole cost and expense, may obtain an updated Title Commitment (the "**Updated Commitment**") for the Property at any time prior to Closing and, if exceptions are noted to which Purchaser may object hereunder and were not listed as exceptions in the initial Title Commitment, Purchaser may notify Seller within five (5) days after the date of such Updated Commitment, but not later than the Closing Date, and the foregoing provisions relating to Seller's opportunity to cure shall apply. The Closing Date shall be extended as necessary to permit Seller the opportunity to cure as provided herein, should the Seller elect to attempt a cure. If Purchaser raises an objection based on the Updated Commitment and Seller elects not to cure the objection, Purchaser may terminate this Agreement and receive a return of the Earnest Money. Notwithstanding the foregoing, Seller shall not knowingly permit any exceptions or encumbrances against the Property after the Effective Date without Purchaser's express written consent.

5.4 Closing Documents.

5.4.1 Deeds. At Closing, Seller shall deliver title to the Property to Purchaser by quitclaim deed using the legal description by reference to the new Survey. The deed shall be in proper form for recording and shall be duly executed and acknowledged, all at Seller's expense. Seller represents, but does not warrant, to the best of its actual knowledge that the title to the Property shall be good and marketable, free and clear of all tenancies and other liens and encumbrances except potential property taxes for the current year and utility service easements,, and other matters of record. Seller shall also execute and deliver to Purchaser at Closing, all at Seller's expense, the following:

(a) **Settlement Statement**. A signed settlement statement (prepared by Purchaser's attorney) reflecting disbursements in accordance with this Agreement.

(b) **General Assignment**. An assignment of any intangible property, permits, or licenses pertaining to the Property.

(c) **No Lien Affidavit**. An affidavit and indemnification agreement, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company), subject however to the restriction that South Carolina governmental bodies are prohibited from indemnifying others), that there are no amounts owed for labor, materials or services with respect to the Property.

(d) **Owner's Affidavit**. An affidavit, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company, subject however to the restriction that South Carolina governmental bodies are prohibited from indemnifying others), that there are no tenants or others claiming interests in the Property.

(e) **Residency Certificates**. N/A.

(f) **Certificate of Tax Compliance**. N/A.

(g) **Withholding Affidavit**. N/A.

(h) **Other Documents**. Other closing documents as reasonably required by Purchaser or the Title Company.

5.4.2 At Closing Purchaser shall provide a settlement statement and such other documents as may be reasonably requested by Seller or the Title Company.

5.5 **Possession**. Seller shall deliver sole and exclusive possession of the Property to Purchaser upon Closing.

6. **Seller's Representations.**

Seller represents without warranty to Purchaser as follows:

Seller is the sole record owner of the Property as of the Effective Date and shall be the sole record owner of the Property as of the Closing Date;

This Agreement has been duly authorized and, when executed and delivered and ratified by County Council, shall constitute a legal, valid, and binding obligation of Seller, enforceable in accordance with its terms;

To Seller's actual knowledge, as of the Effective Date and as of the Closing Date, the Property does not and shall not contain hazardous wastes, hazardous substances, toxic substances, hazardous air pollutants, or toxic pollutants, as those terms are used in applicable federal, state, or local environmental laws;

To Seller's knowledge, as of the Effective Date and as of the Closing Date, it has received no notice of any action, litigation, pending or threatened condemnation, or other proceeding of any kind pending against Seller that relates to or affects the Property; and

Seller's representations are true and correct as of the Effective Date and the continued truth and accuracy thereof at the time of Closing shall be a condition to all of Purchaser's obligations under this Agreement. Seller shall notify Purchaser promptly of any facts that Seller may receive after the Effective Date, actual notice of which would cause any of Seller's representations to be untrue on the date of each Closing.

Purchaser acknowledges that this Agreement is entered into by Purchaser without reliance on any covenants, warranties, statements or representations, either written or oral, express or implied, by Seller, or by any agent, employee or representative of Seller, or by any broker or other person purporting to represent Seller, except as specifically set forth in this Agreement. Purchaser represents that its decision to enter into this Agreement is based on Purchaser's independent investigation and evaluation of the Property and the merits for consummating the transactions contemplated by this Agreement. Purchaser is aware of the South

Carolina constitutional prohibition against governmental bodies indemnifying or holding harmless any contracting party.

Except for the representations specifically stated in Section 6 of this Agreement, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING, AND SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY IN ITS "AS-IS", "WHERE-IS" CONDITION.

7. **Purchaser's Representations.**

Purchaser represents to Seller as follows:

Purchaser is a limited liability company, established under the laws of the State of South Carolina;

Purchaser's execution, delivery, and performance of this Agreement is not prohibited by and will not constitute a default under any other agreement, covenant, document or instrument;

This Agreement has been duly authorized and, when executed and delivered, shall constitute a legal, valid, and binding obligation, enforceable in accordance with its terms;

To Purchaser's knowledge, there is no litigation pending, or to Purchaser's knowledge threatened, that would have a material and adverse effect on Purchaser's ability to perform its obligations under this Agreement; and

Purchaser's representations are true and correct as of the Effective Date and the continued truth and accuracy thereof at the time of Closing shall be a condition to all of Seller's obligations under this Agreement. Purchaser shall notify Seller promptly of any facts that it may receive after the Effective Date, actual notice of which would cause any of its representations to be untrue on the date of each Closing.

8. **General Provisions.**

8.1 Condemnation. If prior to Closing, Seller should receive notice of the commencement or threatened commencement of eminent domain or other like proceedings against any material portion of the Property Seller shall immediately notify Purchaser in writing and Purchaser shall elect within ten (10) days after receipt of such notice, by delivering written notice to Seller, either (a) to terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser and the parties shall be relieved of any further rights or obligations hereunder; or (b) to continue this Agreement in full force and effect, but subject to such proceedings, in which event the Purchase Price shall remain the same and Seller shall transfer and assign to Purchaser at the Closing all condemnation proceeds and rights to additional condemnation proceeds, if any, relating to the Property. If Purchaser does not notify Seller of Purchaser's election within such ten (10) day period, Purchaser shall be deemed to have elected to continue this Agreement in accordance with clause (b) of this Section 8.1.

8.2 No Joint Venture; Third-Party Beneficiaries.

Purchaser and Seller acknowledge that they are not co-developers, partners, joint venture partners, or principals and agents. Seller's obligations hereunder shall run solely to Purchaser and Seller shall have no obligations, express or implied, to any other person. Any control exercised by Seller with respect to any property within the Development is solely for the purpose of protecting property values in the Development. Any approval granted by Seller is solely for Purchaser's benefit, and neither Purchaser nor any third party may rely upon Seller's approval for any other purpose.

No person not a party to this Agreement shall be deemed or construed a direct or indirect beneficiary hereof, nor entitled to rely on any provision hereof or the conduct and performance of the parties thereto, all of such provisions, conduct and performance being solely for the benefit of the parties hereto.

8.3 Brokers. Seller and Purchaser each represent to the other that neither has dealt with a real estate broker or agent in connection with the purchase and sale contemplated by this Agreement, and no broker fee or commission is owed, or will be owed, to any person or entity.

8.4 Default and Remedies.

(a) Purchaser Default. If Purchaser fails to close on the purchase of the Property as and when required, fails to perform any of its other obligations, or breaches any representation, warranty or covenant hereunder, Seller may deliver Purchaser a Notice of Default as provided below and, if Purchaser fails to cure within the time period required, Seller may declare Purchaser in default hereunder. Upon such default, Seller may terminate this Agreement by written notice to Purchaser and retain the Earnest Money as liquidated damages.

(b) Seller Default. If Seller fails to close on the sale of the Property as and when required, fails to perform its other obligations under this Agreement, Purchaser may give Seller a Notice of Default as provided below, and if Seller fails to cure within the time period required, Purchaser may declare Seller in default and either (i) bring an action for specific performance, in which event Purchaser shall be entitled to recover its costs and reasonable attorney's fees as may be awarded by the court in its discretion, or (ii) terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be immediately refunded to Purchaser, or (iii) provided an action for specific performance is not available to Purchaser, to the extent permitted by South Carolina law, the Purchaser may seek such remedies available under the law or in equity, not to exceed actual (but not special or consequential) damages not to exceed twice the amount of Earnest Money and extension deposits actually made by Purchaser..

(c) Notice of Default. Notwithstanding anything herein to the contrary, neither party may terminate this Agreement or pursue other available remedies for the other party's default unless and until the party declaring the default has delivered to the other party written notice describing the alleged default ("**Notice of Default**"), and the party receiving such notice has failed to cure such default within fifteen (15) days after receipt of such Notice of Default or, if such default is not capable of being cured within fifteen (15) days, has failed to commence steps to cure within fifteen (15) days and thereafter to diligently pursue such steps and accomplish such cure within thirty (30) days. Notwithstanding the foregoing, this Section shall not apply to limit a party's ability to obtain temporary injunctive relief if necessary to avoid irreparable harm.

(d) Attorneys' Fees. In the event that either party pursues legal action to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to collect from the non-prevailing party such reasonable legal fees and costs incurred in the action as may be awarded by the court in its discretion.

(e) Notice. Each notice to be given hereunder shall be in writing and delivered 1) personally, 2) by overnight delivery, 3) by electronic transmission via internet email with either a) confirmation of receipt by all parties to whom it is directed or b) by depositing a copy of the email with the U.S. Postal Service mail, with adequate first-class prepaid postage, or 4) mailing such notice by depositing it with the U.S. Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party at its address set forth below. If given by personal delivery or by overnight delivery, notice shall be deemed to have been given and received upon receipt at the address to which it is delivered. If given by mail, notice shall be deemed to have been given when deposited with the U.S. Postal Service and received within three (3) business days following such deposit in the U.S. Postal Service. Notice by email shall be deemed to have been made upon confirmation of receipt, or three (3) days after depositing the mailing as provided above with the U.S. Postal Service. .Rejection or refusal by the addressee to accept delivery, or the inability to deliver any notice because of a change of address of the intended recipient without notice to the other, shall be deemed to be the receipt of the notice on the third day following the date postmarked or deposited with the overnight delivery service of U.S. Postal Service. Either party may change such addresses by written notice to the other designating the new address. Notice addresses are as follows:

If to Purchaser:

Elite Marble & Granite of Bluffton LLC.
5 Goethe Road
Bluffton, SC 29902
Attention: Ryan Broere
E-mail: ryan@elite-granite.com

With a copy to:

____
____
____
____
Email: _______________

If to Seller:

Jasper County
Attn: Jasper County Administrator
358 Third Ave, Suite 306-A (Street Only)
PO Box 1149 (Mailing)
Ridgeland, SC 29936
E-Mail: jiwanicki@jaspercounty.gov

With a copy to:

Burr & Forman LLP
Attn: Walter J. Nester, III
1 Carecore Drive, Suite 202
Bluffton, SC 29910
E-Mail: wnester@burr.com

8.5 Binding Effect/Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. Purchaser shall not assign this Agreement, in whole or in part, to a third-party entity without the prior written consent of Seller, which consent shall not be unreasonably withheld, except that Purchaser may assign this Agreement to an entity that controls, is controlled by, or is under common control with Purchaser without the prior consent of Seller.

8.6 Entire Agreement. This Agreement, together with the attached Exhibits, embodies the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous negotiations, understandings, agreements, letters of intent or otherwise, all of which are of no further force or effect. This Agreement cannot be waived or amended except by written instrument executed by Purchaser and Seller.

8.7 Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of South Carolina.

8.8 Severability. The provisions of this Agreement are intended to be independent. In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the other provisions of this Agreement.

8.9 No Waiver. Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with this Agreement nor in any way affect the validity of all or any part of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any other or subsequent breach.

8.10 Exhibits. The Exhibits referenced in this Agreement and attached hereto are incorporated in and made a part of this Agreement.

8.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, even though no one counterpart contains the signatures of all the parties, but all of which, together, shall constitute one and the same instrument. Signatures by either party may be by means of electronic signature, such as Docusign©, which the parties agree shall be binding for all purposes.

8.12 Headings. The Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provision.

8.13 Time is of the Essence. Time is of the essence as to all time periods set forth herein.

8.14 Waiver of a Right to Jury Trial. TO THE FULLEST EXTENT PERMITTED UNDER LAW, INCLUDING ANY LAWS ENACTED AFTER THE DATE OF THIS AGREEMENT, PURCHASER AND SELLER EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN THE EVENT OF LITIGATION BETWEEN THE PARTIES IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, THE PROPERTY, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE, WHETHER ANY OF THE FOREGOING IS BASED ON THIS AGREEMENT OR ON TORT LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9. THE PARTIES ACKNOWLDGE THE EXISTENCE AND INCORPORATION BY REFERENCE OF THE ATTACHED “ADDENDUM #1 TO AGREEMENT OF PURCHASE AND SALE.”

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION BEGINS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

Witnesses:

____

____

SELLER:

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

By: ____________________________(SEAL)

Name: James Iwanicki

Its: County Administrator

Date: ___________________________________

____

____

PURCHASER:

Elite Marble & Granite of Bluffton, LLC.

By: ____________________________(SEAL)

Name: Ryan Broere

Its: ______________________

Date: ___________________________________

ACKNOWLEDGMENT AND AGREEMENT OF ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges receipt of a fully executed copy of the above and foregoing Agreement, together with the Deposit provided for therein, and agrees to hold and make payment of such Deposit in accordance with the provisions of the above and foregoing Agreement, this _____ day of _________, 2026.

ESCROW AGENT:

____

By:

Name: ___________________________

Title:

EXHIBIT A
Legal Description
(Preliminary)

ADDENDUM # 1 TO AGREEMENT OF PURCHASE AND SALE

The Agreement of Purchase and Sale ("Agreement") entered into by and between **Jasper County**, a political subdivision of the State of South Carolina (hereinafter "**Seller**"), and Elite Marble & Granite of Bluffton, LLC., a South Carolina limited liability company (hereinafter "**Purchaser**") dated ______________, 2026, is hereby amended as follows:

1. The Agreement is amended to add the following as Paragraph "10":

   10. **County Council Ratification.** **"**NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS AGREEMENT OF PURCHASE AND SALE NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF SELLER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING, WITHIN THIRTY (30) DAYS OF SELLER'S EXECUTION OF THIS AGREEMENT, BY THE CHAIRMAN OF THE JASPER COUNTY COUNCIL PURSUANT TO AN ORDINANCE, RESOLUTION OR MOTION OF THE COUNCIL. NOTWITHSTANDING THE FOREGOING, IT IS ACKNOWLEDGED AND AGREED THAT THE DURATION OF THE INSPECTION/DUE DILIGENCE PERIOD IS ESTABLISHED PURSUANT TO THE PROVISIONS OF PARAGRAPH "*4, INSPECTION*" OF THE AGREEMENT MEASURED FROM THE EFFECTIVE DATE AS DEFINED THEREIN ."

IN WITNESS WHEREOF, this Addendum to Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

Signatures on following page

SELLER:

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

By: ______________________________(SEAL)

Name: James Iwanicki

Its: County Administrator

Date: ____________________________________

SIGNATURES CONTINUE ON FOLLOWING PAGE

PURCHASER:

Elite Marble & Granite of Bluffton, LLC.

By: ______________________________(SEAL)

Name: Ryan Broere

Its: _______________________

Date: ____________________________________

AGENDA ITEM #10B

Jasper County
Development Services Department

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-4119

Name: Eric W. Larson
Title: Development Services Director
Email address: ewlarson@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	September 21, 2026
Agenda Item:	#8 ___
Project:	Lease of the Robertville Community Center to Beaufort-Jasper EOC for Head Start/Early Head Start services.
Request:	County Council is requested to consider approval of the 1st reading of an Ordinance authorizing Jasper County to enter into a lease agreement with the Beaufort-Jasper Economic Opportunity Commission, Inc. (EOC) for the continued use of a portion of the Robertville Community Center located at 9731 Cotton Hill Road, Pineland, South Carolina, for operation of its Head Start/Early Head Start program.
Action Needed:	Approval of the 1st Reading of Ordinance: O-2026-____
Recommendation:	Staff recommends that County Council approve the 1st Reading of Ordinance O-2026-____, authorizing the lease agreement with the Beaufort-Jasper Economic Opportunity Commission, Inc. for continued use of the Robertville Community Center for Head Start/Early Head Start services.

Description:
The Beaufort-Jasper Economic Opportunity Commission, Inc. has utilized a portion of the Robertville Community Center for its Head Start program since 2007. The proposed lease will allow the EOC to continue providing early childhood education and related services to children and families in Jasper County.The proposed lease has an initial term of five (5) years, commencing August 1, 2026, and ending July 31, 2031, with provisions for annual renewal subject to the terms of the agreement. The monthly rent is $1.00. The lease also establishes the responsibilities of the County and the EOC regarding maintenance, repairs, utilities, insurance, custodial services, and use of the leased premises.

Staff Recommendation:
Staff recommends that County Council approve 1st reading of Ordinance O-2026-____ authorizing the lease agreement with the Beaufort-Jasper Economic Opportunity Commission, Inc. for continued use of the Robertville Community Center for its Head Start/Early Head Start program.

Attachment(s):
Ordinance 2026-____

JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-_____

AN ORDINANCE AUTHORIZING JASPER COUNTY TO ENTER INTO A LEASE AGREEEMNT WITH THE BEAUFORT-JASPER ECONOMIC OPPORTUNITY COMMISSION, INC. FOR THE USE OF THE ROBERTVILLE COMMUNITY CENTER LOCATED AT 9731 COTTON HILL ROAD IN PINELAND, SOUTH CAROLINA AND OTHER MATTERS RELATED THERETO.

WHEREAS, Jasper County, South Carolina (the "**County**"), acting through the County Council as its governing body (the "**County Council**"), is a political subdivision of the State of South Carolina (the "**State**"), and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities; and

WHEREAS, the County is the owner of that certain improved real property with an address of 9731 Cotton Hill Road, Pineland, South Carolina 29934 bearing the Tax Map Number 015-00-01-032 (the "**Robertville Community Center**"); and

WHEREAS, the Beaufort-Jasper Economic Opportunity Commission, Inc. ("**Tenant**") offers a variety of services and opportunities to citizens of the County in the form of a Head Start Program; and

WHEREAS, the Tenant has occupied a portion of the Robertville Community Center (the "**Leased Premises**") pursuant to a Memorandum dated June 12, 2007 and executed by the County Administrator; and

WHEREAS, County Council believes that it will benefit the citizens of the County to allow Tenant to continue its occupancy of the Leased Premises pursuant to a Lease, a copy of which is attached hereto as <u>Exhibit A</u> and made a part hereof (the "**Lease**"); and

WHEREAS, the terms of the Lease provide for Tenant to lease the Leased Premises for a cost that is arguably less than the fair market value of the leasehold interest. The County is cognizant that its authority to dispose of real property is limited by a fiduciary duty to act in the best interest of the public.[1] The County has a fiduciary duty to receive consideration of "reasonably equivalent value" in exchange for its sale or conveyance of real property.[2] In determining what constitutes "reasonably equivalent value," the County is not limited to considering the monetary value received for the property but may also "consider indirect benefits resulting to the public in determining what is a fair and reasonable return for disposition of its properties…"[3]; and

WHEREAS, the County is further mindful of and has considered the requirements of *Nichols v. South Carolina Research Authority*, 290 S.C. 415, 351 S.E.2d 155 (1986) and *WDW*

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[1] *Haesloop v. City Council of Charleston*, 115 S.E. 596, 600 (S.C. 1923).
[2] *Id.*
[3] Quoting *McKinney v. City of Greenville*, 203 S.E.2d 680, 688 (S.C. 1974).

Properties v. County of Sumter, 342 S.C. 6, 535 S.E.2d 631 (2000) (the "Byrd Test"), wherein public purpose of the below-market leasehold to the Tenant is determined by reference to following four-part test: (1) what is the ultimate goal or benefit to the public intended by the project; (2) are public parties or private parties the primary beneficiaries; (3) is the benefit to the public speculative; and (4) what is the probability that public interest shall be served and to what degree.

WHEREAS, the County Council is enacting this Ordinance in order to: (i) authorize the lease of the Leased Premises under the terms of the Lease; and (ii) authorize the execution and delivery of the Lease by the County acting through proper officials.

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

<u>Section 1</u>. <u>Ratification of the Findings</u>

The County Council ratifies and confirms the aforesaid recitals and incorporates the same herein.

<u>Section 2</u>. <u>Ratification of the Byrd Test; Recital of Indirect Benefits</u>.

A. The County further reaffirms the criteria set forth by the South Carolina Supreme Court when it established the Byrd Test. The County, in leasing the Community Center to the Company, complies with the objective provisions of the Byrd Test as described in Section 2(B).

B. With regard to the Byrd Test recited above, the County affirms that:

(1) the Robertville Community Center is an underutilized County asset and the usage of such facility by the Tenant ensures adequate usage of the facility and foster the continued education of the County's citizens while also promoting and growing community involvement therein;

(2) although some benefits inure to the Tenant, the County is the primary beneficiary because the Tenant's usage of the Community Center provides a direct economic impact to the County through increased betterment of the citizens in the County;

(3) the benefit to the public is not speculative as the Tenant has been successfully operating out of the Community Center under a prior Agreement since 2007; and

(4) the public interest shall be greatly served, as the Tenant's usage of the Community Center is expected to benefit citizens within the County. The Tenant provides comprehensive early childhood education, health, nutrition, and parent involvement services to low-income children and families, which is beneficial to the success of the County and its general welfare.

Section 3. Authorization for Lease

A. Under the laws of the State, the County is authorized to lease, sell, or otherwise dispose of real property.

B. The Lease shall be executed and delivered on behalf of the County by the Interim County Administrator, or his assigns (the "**County Administrator**") in the form substantially conforming to the draft attached to this Ordinance as Exhibit A, but with such non-material changes as the County Administrator, on the advice of legal counsel, determines to be in the best interest of the County. Following execution, the County Council shall be timely informed of the execution of the Lease and informed as to the final terms thereof and such changes from the current draft as the County Administrator determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and undertakings described in the Lease, and such revisions and undertakings as may be determined by the County Administrator, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

Section 4. Other Documents; Ratification of Prior Actions

In connection with the execution and delivery of the Lease, the County Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the Lease prior to the enactment of this Ordinance are hereby ratified and confirmed.

Section 5. Severability

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.

Section 6. Repealer

Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 7. Inconsistency

All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 8. Effect

This Ordinance shall be enacted upon third and final reading by the County Council.

JASPER COUNTY, SOUTH CAROLINA

____
W. J. Rowell, III, Chairman
Jasper County Council

ATTEST:

____
Wanda Simmons-Giles, Clerk to Council

ORDINANCE: # O- 2026-__

First Reading: ____________
Second Reading: ____________
Public Hearing ____________
Enactment: ____________

It is required that the following Exhibit be attached before the second reading:

LEASE AGREEMENT.
"Exhibit A"

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

________________________ ____________
Interim County Attorney Date
Burr & Forman LLP
Walter J. Nester, III
Partner

EXHIBIT “A”

Lease Agreement

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
COUNTY OF JASPER)

THIS LEASE AGREEMENT made this ____ day of _______, 2026 (this "**Lease**"), between Jasper County, South Carolina, a political subdivision of the State of South Carolina ("**Landlord**"), and the Beaufort-Jasper Economic Opportunity Commission, Inc. ("**Tenant**").

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **DESCRIPTION OF THE PREMISES.** Landlord does hereby demise and lease unto Tenant and Tenant accepts and leases from Landlord that certain portion of the premises located at 9731 Cotton Hill Road, Pineland, South Carolina 29934 (Tax Map Number 015-00-01-032) as further show on the map attached hereto as Appendix 1 and identified as "Head Start Programs" (the "**Leased Premises**").
2. **TERM.** The term of this Lease shall be five (5) years commencing on August 1, 2026 (the "**Effective Date**") and ending on July 31, 2031 (the "**Initial Term**"). Failure to give written notice of termination of this Lease by either party at least ninety (90) days prior to the termination date of the Initial Term, or the termination date of any subsequent term resulting from automatic renewal, shall result in an automatic renewal of this Lease for an additional one-year (1 year) period (the Initial Term and any successful renewal term, collectively, the "**Term**"). However, in no event shall this Lease automatically renew more than ten (10) successive times (not extending fifteen (15) years from the Effective Date). While this Lease is in force and effect, subject to Landlord's rights for shared parking facilities hereunder, Tenant shall have exclusive use and possession of the Leased Premises upon receipt of rent. Notwithstanding the foregoing, during the Term Landlord, in its sole and exclusive discretion, shall be entitled to terminate this Lease on six (6) months prior written notice to Tenant.
3. **RENT.** The rent payable hereunder is One and No/100 Dollars ($1.00) monthly, due and payable on the first day of each month during the Term.
4. **AUTHORIZED USE.** Tenant agrees to use the demised premises for operation of the Beaufort-Jasper Head Start/Early Head Start (HS/EHS), unless otherwise agreed by the

parties, which agreement shall be memorialized by a written amendment or supplement to this Lease. Tenant further agrees that it will not use or permit the Leased Premises to be used for any use in violation of laws, ordinances and regulations or any governmental body or authority applicable to the Leased Premises. Tenant will not do or permit any act or omission which will increase the rate of insurance on the Leased Premises, and if such rate be increased due to such act or omission by Tenant, Tenant shall pay Landlord the amount of such increased cost of insurance. Tenant agrees to maintain the Leased Premises and upon termination or other expiration of the Term, deliver the Leased Premises in good condition, reasonable wear and tear accepted.

5. **TENANT'S ALTERATIONS.** The Tenant may alter, replace or add to the improvements of the Leased Premises at its own expense, subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld or delayed.

6. **TRADE FIXTURES, BUSINESS EQUIPMENT, AND FURNISHINGS.** Tenant may install, at its expense and without Landlord's consent, trade fixtures, moveable office partitions, furniture and business equipment and other personal property, and may remove the same at any time. Any damage to the Leased Premises caused thereby shall be timely repaired by Tenant at its sole cost and expense. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Leased Premises.

7. **TENANT'S MAINTENANCE AND REPAIR OF PREMISES.**

a) Tenant agrees to maintain and repair the Leased Premises as follows: (i) Landlord shall keep the interior of the Leased Premises, including the plumbing, closets, pipes and electrical systems and fixtures in good order and condition, keep the water pipes and connections free of ice and other obstructions ~~and provide custodial services~~ during the Term at Landlord's expense; (ii) Landlord shall keep the exterior woodwork freshly painted; (iii) Landlord shall keep the exterior walls, foundations, roof, sanitation system, water pipes and all outside plumbing and grounds, including routine lawn mowing and tree removal, in good repair; and (iv) Landlord shall maintain heating and air conditioning equipment by performing periodic inspections and servicing thereof. The Landlord shall repair or replace the equipment when necessitated by ordinary wear and tear.

b) Notwithstanding any other provision of this paragraph, the parties agree that neither the

Tenant nor the Landlord shall be responsible for replacement or repair of catastrophic failure of a major system of the demised premises, e.g., roof or HVAC system, and such needs will be addressed on a case-by-case basis by mutual agreement.

c) The Landlord shall provide custodial services for those areas designated as "Common Spaces" as shown on Attachment 1 – Leased Premises contained herein. The Tenant shall be responsible for custodial services in the areas designated as "Head Start Programs" as shown on Attachment 1 – Leased Premises contained herein.

d) Should Landlord fail, within a reasonable time after notice of the repairs of and to the demised premises that ought to be made pursuant to the terms of this Lease, to make such repairs, Tenant may declare the terms of this Lease to be in default and seek the remedies provided for under the terms of this Lease or otherwise provided by law.

8. **TAXES.** The Landlord shall pay all taxes and assessments upon the real or personal property, if any, associated with the Lease Premises.
9. **UTILITIES.** Landlord shall initiate, contract for and obtain, in its name, all utility services required on the Leased Premises, including, but not limited to gas, electricity, water, sanitary sewer or other necessary utility functions. Landlord shall pay all charges for those services as they become due. Tenant shall provide telephone and internet services at the Tenant's expense.
10. **INSURANCE, INJURIES AND PROPERTY DAMAGE**.

(a) Tenant shall, at all times during the Term, maintain with a reputable insurance carrier, a policy or policies of insurance generally known as public liability or landlord and tenant policies insuring the Tenant against any and all claims and demands made by any person or persons for injuries received in connection with the operation, use, and maintenance of the Leased Premises, and for any other risk insured against by such liability policies. Tenant shall maintain a Commercial General Liability Policy with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate. Landlord shall be named as an additional insured on such policy. Tenant must provide adequate proof of insurance to Landlord on the Effective Date. Failure to maintain proper insurance under this Section 10 shall be considered a breach of this Lease and, notwithstanding any other breach, default or termination provisions herein, shall result in the immediate termination of this Lease without any required notice. Upon such termination, all payments received by Landlord shall be retained by Landlord as liquidated damages for such breach.

(b) Tenant shall, at all times during the Term of this Lease, keep the personal property, fixtures and equipment included therein, insured against loss by fire, flood, earthquake, and so-called extended coverage perils, in an amount of not less than the actual replacement cost thereof or the full insurable value thereof, whichever is greater. The Landlord shall, at all times during the Term of this Lease, keep the Premises, together with all improvements included therein, insured against loss by fire, flood, earthquake, and so-called extended coverage perils, in an amount of not less than the actual replacement cost thereof or the full insurable value thereof, whichever is greater.

(c) Tenant shall produce written evidence of all insurance requirements hereunder in writing within 24 hours of a written request from Landlord. Notwithstanding any other limitation herein, such information may be produced or provided through electronic means, including electronic mail.

11. **INDEMNIFICATION**. Tenant hereby indemnifies Landlord and agrees to save it harmless from and against all claims, actions, damages, liability and expenses, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or in any way relating to the occupancy or use by Tenant of the Leased Premises or any part thereof of any other part of Landlord's property, including, but not limited to, any act or omission of Tenant, its officers, agents, contractors or employees; any default, breach, violation or nonperformance of this Lease by Tenant; any injury to person or property or loss of life sustained in or about the Leased Premises, during the term of this Lease.

12. **ASSIGNMENT OR SUBLEASE.** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, or by operation of law, and neither all nor any part of the Leased Premises shall be sublet by Tenant.

13. **SIGNS**. The Tenant shall not install any advertisements or signs on any part of the Leased Premises without the Landlord's written consent, which will not be unreasonably withheld or delayed. All signs shall comply with applicable zoning or other land use regulations.

14. **QUIET POSSESSION**. Subject to Tenant's obligation to remit timely payment of all required rent, perform and comply with all covenants and provisions of this Lease and further subject to all rights retained by the Landlord herein, the Tenant may quietly enjoy

the Leased Premises during the Term of this Lease.

15. **LANDLORD'S RIGHT OF ENTRY**. Landlord and its agents and representatives shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, provided that such right shall be exercised in such manner as not to interfere with Tenant in the conduct of its activities on the Leased Premises.

16. **NOTICE.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested to the party to be notified, at the address set forth herein or at such other address as the party may, from time to time, designate in writing. Every notice shall be deemed to have been given at that time it shall be deposited in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a Summons or other legal process.

Landlord: **Jasper County**
County Administrator
358 Third Avenue
Post Office Box 1149
Ridgeland, South Carolina 29936

Tenant: **Beaufort-Jasper Economic Opportunity Commission, Inc.**
Executive Director
60 Robert Smalls Pkwy
Beaufort, SC 29906

17. **DEFAULT BY TENANT.** If Tenant shall make default in paying rent or making any other payment herein provided for, or if the Tenant shall breach any covenant, term or condition of this lease or part thereof, and any such default or breach shall continue for a period of thirty (30) days, after written notice to Tenant, the Landlord may, at its option, terminate this lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the Leased Premises by force, summary proceeding or otherwise and remove all persons and property therein, without being liable to indictments, prosecution or damage therefore and Tenant hereby expressly waives the

service of any notice in writing of intention to re-enter the Leased Premises.

18. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.** Notwithstanding any other provisions hereof, in the event that the Leased Premises, including all improvements, alterations, additions and changes made by either party hereto, are partially or totally damaged, destroyed or rendered unfit for Tenant's use or habitation by fire, tornado or other casualty, this Lease shall immediately become null, void and of no effect.

19. **SURRENDER OF PREMISES.** Tenant agrees to turn over all keys and to surrender the Leased Premises at the expiration or sooner termination of this Lease, broom clean and leave in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements accepted, and Tenant shall remove all of its property.

20. **ESTOPPEL CERTIFICATES**. Tenant shall from time to time, within ten (10) days following written notice from Landlord execute, acknowledge and deliver to the Landlord a written statement certifying that this Lease is in full force and effect. This statement should also state whether or not the Landlord is in default in performance of any covenant or condition of this Lease. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with this covenant shall constitute an acknowledgment by the Tenant that this Lease is unmodified and in full force and effect, and shall constitute a waiver of any defaults by the Landlord which may have existed prior to the date of such notice.

21. **HOLDING OVER.** This Lease expires at the end of the Term, but it is expressly understood that if Tenant holds for another month at the end of said Term for any purpose other than the removal of its property, the Landlord accepts rent for said month, such acceptance shall operate a renewal of the tenancy for another month and for each additional month for which Landlord accepts rent. Should Landlord require possession of the Leased Premises, it shall give tenant thirty (30) days to vacate the said Premises during such holdover period.

22. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

23. **COUNTERPARTS**. This Lease may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

24. **SEVERABILITY**. In the event that any term or provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first written above.

WITNESSES:

____

____

LANDLORD:
JASPER COUNTY, SOUTH CAROLINA

By:__________________________
James Iwanicki
Interim County Administrator

AND

TENANT:
BEAUFORT-JASPER ECONOMIC OPPORTUNITY COMMISSION, INC.

____

____

By: __________________________
James G. Williams
Executive Director

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF JASPER)

I, the undersigned Notary Public, do hereby certify that James Iwanicki as Interim County Administrator of Jasper County personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of ____________________, 2026.

______________________________ (SEAL)
Signature of Notary Public
Notary Public for: South Carolina
My commission expires: _______________

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF JASPER)

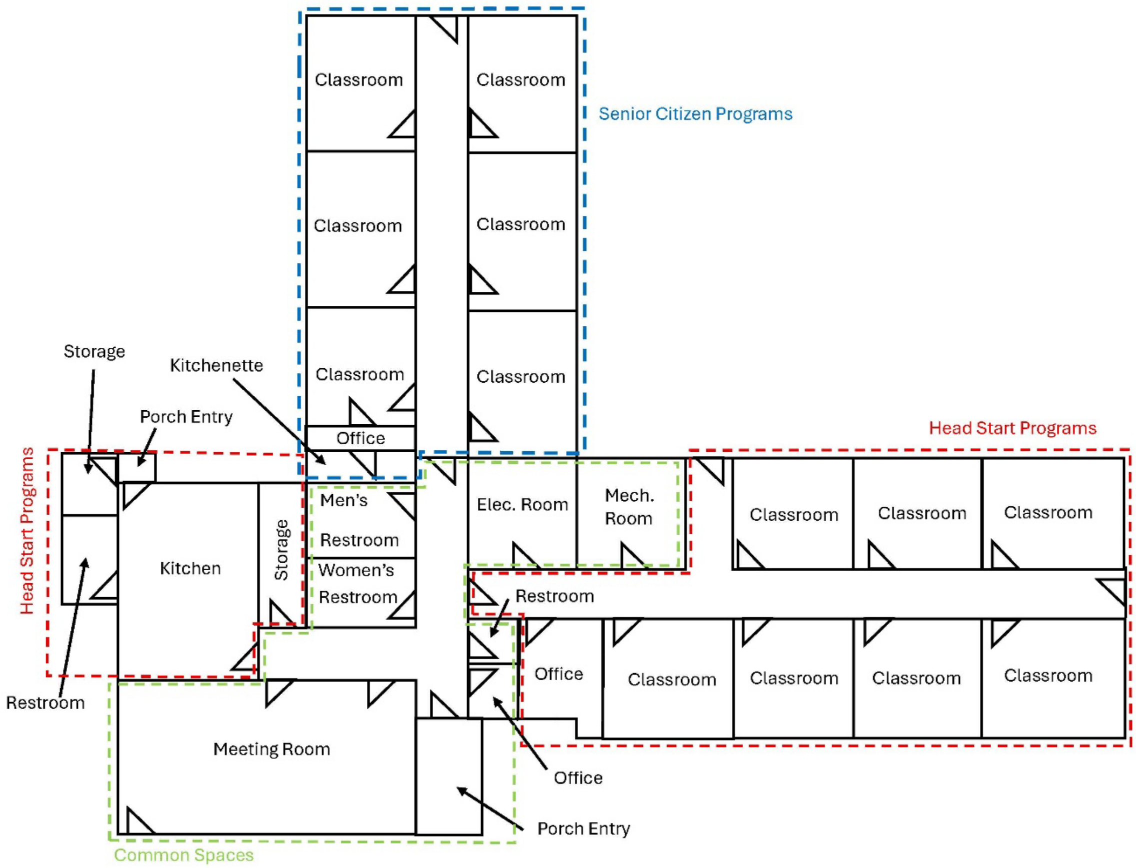
I, the undersigned Notary Public, do hereby certify that James G. Williams, Executive Director of Beaufort-Jasper Economic Opportunity Commission, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of ____________________, 2026.

______________________________ (SEAL)
Signature of Notary Public
Notary Public for: South Carolina
My commission expires: _______________

ATTACHMENT 1

Leased Premises



AGENDA ITEM #10C

Jasper County
Development Services Department

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-4119

Name: Eric W. Larson
Title: Development Services Director
Email address: ewlarson@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	September 21, 2026
Agenda Item:	#8___
Project:	Lease of a portion of the Robertville Community Center to the Jasper County Council on Aging for the provision of senior services and programs to residents of Jasper County.
Request:	County Council is requested to consider approval of the 1st reading of an Ordinance authorizing Jasper County Council on Aging for use of a portion of the Robertville Community Center.
Action Needed:	Approval of the 1st Reading of Ordinance: O-2026-____
Recommendation:	Staff recommends that County Council approve 1st Reading of Ordinance O-2026-____, authorizing the lease agreement with the Jasper County Council on Aging for use of a portion of the Robertville Community Center.

Description:
The proposed lease will allow the Jasper County Council on Aging to continue using a designated portion of the Robertville Community Center, located at 9731 Cotton Hill Road in Pineland, for senior citizen programs and services. The Council on Aging has occupied a portion of the facility since 2007 and provides programs and opportunities that benefit senior citizens throughout Jasper County. The five-year lease term will run from August 1, 2026, through July 31, 2031, at a monthly rental rate of $1.00. The lease also establishes the responsibilities of the County and the Council on Aging regarding maintenance, repairs, utilities, insurance, custodial services, and use of the leased premises.

Staff Recommendation:
Staff recommends that County Council approve 1st Reading of Ordinance O-2026-____, authorizing the lease agreement with the Jasper County Council on Aging for continued use of a portion of the Robertville Community Center for senior citizen programs and services.

Attachment(s):
Ordinance 2026-___

JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-____

AN ORDINANCE AUTHORIZING JASPER COUNTY TO ENTER INTO A LEASE AGREEEMNT WITH THE JASPER COUNTY COUNCIL ON AGING FOR THE USE OF THE ROBERTVILLE COMMUNITY CENTER LOCATED AT 9731 COTTON HILL ROAD IN PINELAND, SOUTH CAROLINA AND OTHER MATTERS RELATED THERETO.

WHEREAS, Jasper County, South Carolina (the "**County**"), acting through the County Council as its governing body (the "**County Council**"), is a political subdivision of the State of South Carolina (the "**State**"), and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities; and

WHEREAS, the County is the owner of that certain improved real property with an address of 9731 Cotton Hill Road, Pineland, South Carolina 29934 bearing the Tax Map Number 015-00-01-032 (the "**Robertville Community Center**"); and

WHEREAS, the Jasper County Council on Aging ("**Tenant**") provides a variety of services and opportunities to senior citizens of the County; and

WHEREAS, the Tenant has occupied a portion of the Robertville Community Center (the "**Leased Premises**") since June of 2007; and

WHEREAS, County Council believes that it will benefit the citizens of the County to allow Tenant to continue its occupancy of the Leased Premises pursuant to a Lease, a copy of which is attached hereto as <u>Exhibit A</u> and made a part hereof (the "**Lease**"); and

WHEREAS, the terms of the Lease provide for Tenant to lease the Leased Premises for a cost that is arguably less than the fair market value of the leasehold interest. The County is cognizant that its authority to dispose of real property is limited by a fiduciary duty to act in the best interest of the public.[1] The County has a fiduciary duty to receive consideration of "reasonably equivalent value" in exchange for its sale or conveyance of real property.[2] In determining what constitutes "reasonably equivalent value," the County is not limited to considering the monetary value received for the property but may also "consider indirect benefits resulting to the public in determining what is a fair and reasonable return for disposition of its properties…"[3]; and

WHEREAS, the County is further mindful of and has considered the requirements of *Nichols v. South Carolina Research Authority*, 290 S.C. 415, 351 S.E.2d 155 (1986) and *WDW Properties v. County of Sumter*, 342 S.C. 6, 535 S.E.2d 631 (2000) (the "Byrd Test"), wherein public purpose of the below-market leasehold to the Tenant is determined by reference to

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[1] *Haesloop v. City Council of Charleston*, 115 S.E. 596, 600 (S.C. 1923).
[2] *Id.*
[3] Quoting *McKinney v. City of Greenville*, 203 S.E.2d 680, 688 (S.C. 1974).

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following four-part test: (1) what is the ultimate goal or benefit to the public intended by the project; (2) are public parties or private parties the primary beneficiaries; (3) is the benefit to the public speculative; and (4) what is the probability that public interest shall be served and to what degree.

WHEREAS, the County Council is enacting this Ordinance in order to: (i) authorize the lease of the Leased Premises under the terms of the Lease; and (ii) authorize the execution and delivery of the Lease by the County acting through proper officials.

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

Section 1. Ratification of the Findings

The County Council ratifies and confirms the aforesaid recitals and incorporates the same herein.

Section 2. Ratification of the Byrd Test; Recital of Indirect Benefits.

A. The County further reaffirms the criteria set forth by the South Carolina Supreme Court when it established the Byrd Test. The County, in leasing the Community Center to the Company, complies with the objective provisions of the Byrd Test as described in Section 2(B).

B. With regard to the Byrd Test, the County affirms that:

(1) the Robertville Community Center is an underutilized County asset and the usage of such facility by the Tenant ensures adequate usage of the facility and foster the continued education of the County's citizens while also promoting and growing community involvement therein;

(2) although some benefits inure to the Tenant, the County is the primary beneficiary because the Tenant's usage of the Community Center provides a direct economic impact to the County through increased betterment of the citizens in the County;

(3) the benefit to the public is not speculative as the Tenant has been successfully operating out of the Community Center since June of 2007; and

(4) the public interest shall be greatly served, as the Tenant's usage of the Community Center is expected to benefit citizens within the County. The Tenant provides numerous programs for senior citizens of Jasper County, which is beneficial to the success of the County and its general welfare.

Section 3. Authorization for Lease

A. Under the laws of the State, the County is authorized to lease, sell, or otherwise dispose of real property.

B. The Lease shall be executed and delivered on behalf of the County by the Interim County Administrator, or his assigns (the "**County Administrator**") in the form substantially conforming to the draft attached to this Ordinance as Exhibit A, but with such non-material changes as the County Administrator, on the advice of legal counsel, determines to be in the best interest of the County. Following execution, the County Council shall be timely informed of the execution of the Lease and informed as to the final terms thereof and such changes from the current draft as the County Administrator determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and undertakings described in the Lease, and such revisions and undertakings as may be determined by the County Administrator, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

Section 4. Other Documents; Ratification of Prior Actions

In connection with the execution and delivery of the Lease, the County Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the Lease prior to the enactment of this Ordinance are hereby ratified and confirmed.

Section 5. Severability

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.

Section 6. Repealer

Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 7. Inconsistency

All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 8. Effect

This Ordinance shall be enacted upon third and final reading by the County Council.

JASPER COUNTY, SOUTH CAROLINA

____
W. J. Rowell, III, Chairman
Jasper County Council

ATTEST:

____
Wanda Simmons-Giles, Clerk to Council

ORDINANCE: # O- 2026-__

First Reading: _____________
Second Reading: _____________
Public Hearing _____________
Enactment: _____________

It is required that the following Exhibit be attached before the second reading:

LEASE AGREEMENT.
"Exhibit A"

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

________________________ _____________
Interim County Attorney Date
Burr & Forman LLP
Walter J. Nester, III
Partner

69535693 v1

<u>EXHIBIT “A”</u>

Lease Agreement

STATE OF SOUTH CAROLINA)

) **LEASE AGREEMENT**

COUNTY OF JASPER)

THIS LEASE AGREEMENT made this ____ day of _______, 2026 (this "**Lease**"), between Jasper County, South Carolina, a political subdivision of the State of South Carolina ("**Landlord**"), and the Jasper County Council on Aging ("**Tenant**").

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **DESCRIPTION OF THE PREMISES.** Landlord does hereby demise and lease unto Tenant and Tenant accepts and leases from Landlord that certain portion of the premises located at 9731 Cotton Hill Road, Pineland, South Carolina 29934 (Tax Map Number 015-00-01-032) as further show on the map attached hereto as Appendix 1 and identified as "Senior Citizen Programs" (the "**Leased Premises**").
2. **TERM.** The term of this Lease shall be five (5) years commencing on August 1, 2026 (the "**Effective Date**") and ending on July 31, 2031 (the "**Initial Term**"). Failure to give written notice of termination of this Lease by either party at least ninety (90) days prior to the termination date of the Initial Term, or the termination date of any subsequent term resulting from automatic renewal, shall result in an automatic renewal of this Lease for an additional one-year (1 year) period (the Initial Term and any successful renewal term, collectively, the "**Term**"). However, in no event shall this Lease automatically renew more than ten (10) successive times (not extending fifteen (15) years from the Effective Date). While this Lease is in force and effect, subject to Landlord's rights for shared parking facilities hereunder, Tenant shall have exclusive use and possession of the Leased Premises upon receipt of rent. Notwithstanding the foregoing, during the Term, Landlord in its sole and exclusive discretion, shall be entitled to terminate this Lease on six (6) months prior written notice to Tenant.
3. **RENT.** The rent payable hereunder is One and No/100 Dollars ($1.00) monthly, due and payable on the first day of each month during the Term.
4. **AUTHORIZED USE.** Tenant agrees to use the demised premises for operation of the Jasper County Council of Aging Senior Program, unless otherwise agreed by the parties,

which agreement shall be memorialized by a written amendment or supplement to this Lease. Tenant further agrees that it will not use or permit the Leased Premises to be used for any use in violation of laws, ordinances and regulations or any governmental body or authority applicable to the Leased Premises. Tenant will not do or permit any act or omission which will increase the rate of insurance on the Leased Premises, and if such rate be increased due to such act or omission by Tenant, Tenant shall pay Landlord the amount of such increased cost of insurance. Tenant agrees to maintain the Leased Premises and upon termination or other expiration of the Term, deliver the Leased Premises in good condition, reasonable wear and tear accepted.

5. **TENANT'S ALTERATIONS.** The Tenant may alter, replace or add to the improvements of the Leased Premises at its own expense, subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld or delayed.

6. **TRADE FIXTURES, BUSINESS EQUIPMENT, AND FURNISHINGS.** Tenant may install, at its expense and without Landlord's consent, trade fixtures, moveable office partitions, furniture and business equipment and other personal property, and may remove the same at any time. Any damage to the Leased Premises caused thereby shall be timely repaired by Tenant at its sole cost and expense. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Leased Premises.

7. **TENANT'S MAINTENANCE AND REPAIR OF PREMISES.**

a) Tenant agrees to maintain and repair the Leased Premises as follows: (i) Landlord shall keep the interior of the Leased Premises, including the plumbing, closets, pipes and electrical systems and fixtures in good order and condition, keep the water pipes and connections free of ice and other obstructions ~~and provide custodial services~~ during the Term at Landlord's expense; (ii) Landlord shall keep the exterior woodwork freshly painted; (iii) Landlord shall keep the exterior walls, foundations, roof, sanitation system, water pipes and all outside plumbing and grounds, including routine lawn mowing and tree removal, in good repair; and (iv) Landlord shall maintain heating and air conditioning equipment by performing periodic inspections and servicing thereof. The Landlord shall repair or replace the equipment when necessitated by ordinary wear and tear.

b) Notwithstanding any other provision of this paragraph, the parties agree that neither the

Tenant nor the Landlord shall be responsible for replacement or repair of catastrophic failure of a major system of the demised premises, e.g., roof or HVAC system, and such needs will be addressed on a case-by-case basis by mutual agreement.

c) The Landlord shall provide custodial services for those areas designated as "Common Spaces" as shown on Attachment 1 – Leased Premises contained herein. The Tenant shall be responsible for custodial services in the areas designated as "Senior Citizen Programs" as shown on Attachment 1 – Leased Premises contained herein.

d) Should Landlord fail, within a reasonable time after notice of the repairs of and to the demised premises that ought to be made pursuant to the terms of this Lease, to make such repairs, Tenant may declare the terms of this Lease to be in default and seek the remedies provided for under the terms of this Lease or otherwise provided by law.

8. **TAXES.** The Landlord shall pay all taxes and assessments upon the real or personal property, if any, associated with the Lease Premises.

9. **UTILITIES.** Landlord shall initiate, contract for and obtain, in its name, all utility services required on the Leased Premises, including, but not limited to gas, electricity, water, sanitary sewer or other necessary utility functions. Landlord shall pay all charges for those services as they become due. Tenant shall provide telephone and internet services at the Tenant's expense.

10. **INSURANCE, INJURIES AND PROPERTY DAMAGE**.

(a) Tenant shall, at all times during the Term, maintain with a reputable insurance carrier, a policy or policies of insurance generally known as public liability or landlord and tenant policies insuring the Tenant against any and all claims and demands made by any person or persons for injuries received in connection with the operation, use, and maintenance of the Leased Premises, and for any other risk insured against by such liability policies. Tenant shall maintain a Commercial General Liability Policy with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate. Landlord shall be named as an additional insured on such policy. Tenant must provide adequate proof of insurance to Landlord on the Effective Date. Failure to maintain proper insurance under this Section 10 shall be considered a breach of this Lease and, notwithstanding any other breach, default or termination provisions herein, shall result in the immediate termination of this Lease without any required notice. Upon such termination, all payments received by Landlord shall be retained by Landlord as liquidated damages for such breach.

(b) Tenant shall, at all times during the Term of this Lease, keep the personal property, fixtures and equipment included therein, insured against loss by fire, flood, earthquake, and so-called extended coverage perils, in an amount of not less than the actual replacement cost thereof or the full insurable value thereof, whichever is greater. The Landlord shall, at all times during the Term of this Lease, keep the Premises, together with all improvements included therein, insured against loss by fire, flood, earthquake, and so-called extended coverage perils, in an amount of not less than the actual replacement cost thereof or the full insurable value thereof, whichever is greater.

(c) Tenant shall produce written evidence of all insurance requirements hereunder in writing within 24 hours of a written request from Landlord. Notwithstanding any other limitation herein, such information may be produced or provided through electronic means, including electronic mail.

11. **INDEMNIFICATION**. Tenant hereby indemnifies Landlord and agrees to save it harmless from and against all claims, actions, damages, liability and expenses, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or in any way relating to the occupancy or use by Tenant of the Leased Premises or any part thereof of any other part of Landlord's property, including, but not limited to, any act or omission of Tenant, its officers, agents, contractors or employees; any default, breach, violation or nonperformance of this Lease by Tenant; any injury to person or property or loss of life sustained in or about the Leased Premises, during the term of this Lease.
12. **ASSIGNMENT OR SUBLEASE.** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, or by operation of law, and neither all nor any part of the Leased Premises shall be sublet by Tenant.
13. **SIGNS**. The Tenant shall not install any advertisements or signs on any part of the Leased Premises without the Landlord's written consent, which will not be unreasonably withheld or delayed. All signs shall comply with applicable zoning or other land use regulations.
14. **QUIET POSSESSION**. Subject to Tenant's obligation to remit timely payment of all required rent, perform and comply with all covenants and provisions of this Lease and further subject to all rights retained by the Landlord herein, the Tenant may quietly enjoy

the Leased Premises during the Term of this Lease.

15. **LANDLORD'S RIGHT OF ENTRY**. Landlord and its agents and representatives shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, provided that such right shall be exercised in such manner as not to interfere with Tenant in the conduct of its activities on the Leased Premises.

16. **NOTICE.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested to the party to be notified, at the address set forth herein or at such other address as the party may, from time to time, designate in writing. Every notice shall be deemed to have been given at that time it shall be deposited in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a Summons or other legal process.

Landlord: **Jasper County**
County Administrator
358 Third Avenue
Post Office Box 1149
Ridgeland, South Carolina 29936

Tenant: **Jasper County Council on Aging**
Director
P.O. Box 641
Ridgeland, SC 29936

17. **DEFAULT BY TENANT.** If Tenant shall make default in paying rent or making any other payment herein provided for, or if the Tenant shall breach any covenant, term or condition of this lease or part thereof, and any such default or breach shall continue for a period of thirty (30) days, after written notice to Tenant, the Landlord may, at its option, terminate this lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the Leased Premises by force, summary proceeding or otherwise and remove all persons and property therein, without being liable to indictments, prosecution or damage therefore and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter the Leased Premises.

18. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.** Notwithstanding any other provisions hereof, in the event that the Leased Premises, including all improvements, alterations, additions and changes made by either party hereto, are partially or totally damaged, destroyed or rendered unfit for Tenant's use or habitation by fire, tornado or other casualty, this Lease shall immediately become null, void and of no effect.

19. **SURRENDER OF PREMISES.** Tenant agrees to turn over all keys and to surrender the Leased Premises at the expiration or sooner termination of this Lease, broom clean and leave in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements accepted, and Tenant shall remove all of its property.

20. **ESTOPPEL CERTIFICATES**. Tenant shall from time to time, within ten (10) days following written notice from Landlord execute, acknowledge and deliver to the Landlord a written statement certifying that this Lease is in full force and effect. This statement should also state whether or not the Landlord is in default in performance of any covenant or condition of this Lease. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with this covenant shall constitute an acknowledgment by the Tenant that this Lease is unmodified and in full force and effect, and shall constitute a waiver of any defaults by the Landlord which may have existed prior to the date of such notice.

21. **HOLDING OVER.** This Lease expires at the end of the Term, but it is expressly understood that if Tenant holds for another month at the end of said Term for any purpose other than the removal of its property, the Landlord accepts rent for said month, such acceptance shall operate a renewal of the tenancy for another month and for each additional month for which Landlord accepts rent. Should Landlord require possession of the Leased Premises, it shall give tenant thirty (30) days to vacate the said Premises during such holdover period.

22. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

23. **COUNTERPARTS**. This Lease may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

24. **SEVERABILITY**. In the event that any term or provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first written above.

WITNESSES:	**LANDLORD:** **JASPER COUNTY, SOUTH CAROLINA**
______________________________	By:__________________________ **James Iwanicki** Interim County Administrator
______________________________	
	AND
	TENANT: **JASPER COUNTY COUNCIL ON AGING**
______________________________	By: __________________________ **Lila Resh** Director
______________________________	
______________________________	By: __________________________ **Cathy Morgan** President
______________________________	

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF JASPER)

I, the undersigned Notary Public, do hereby certify that James Iwanicki as Interim County Administrator of Jasper County personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of ____________________, 2026.

______________________________ (SEAL)
Signature of Notary Public
Notary Public for: South Carolina
My commission expires: _______________

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF JASPER)

I, the undersigned Notary Public, do hereby certify that Lila Resh, Director of Jasper County Council on Aging personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of ____________________, 2026.

______________________________ (SEAL)
Signature of Notary Public
Notary Public for: South Carolina
My commission expires: _______________

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF JASPER)

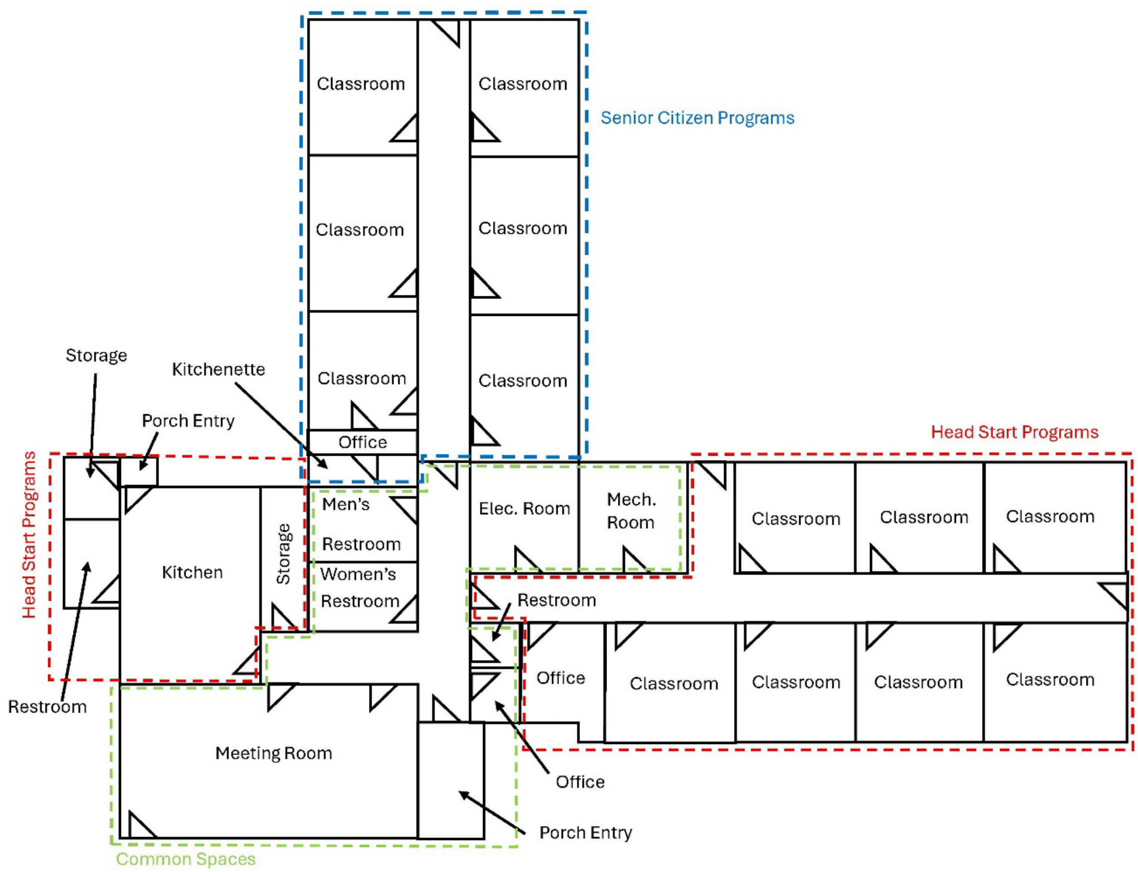
I, the undersigned Notary Public, do hereby certify that Cathy Morgan, President of Jasper County Council on Aging personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of ____________________, 2026.

______________________________ (SEAL)
Signature of Notary Public
Notary Public for: South Carolina
My commission expires: _______________

ATTACHMENT 1

Leased Premises



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AGENDA ITEM #10D

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
Director of Planning & Building Services
lwagner@jaspercountysc.gov

Jasper County Council
Staff Report

Meeting Date:	September 21, 2026
Project:	Temporary Moratorium on Data Centers, Data Processing Facilities, Crypto Mining Operations and/or any other uses associated with Data Processing Facilities
Submitted For:	Public Hearing and 2nd Reading

<u>Overview</u>

With the increased number of data centers seeking to locate to South Carolina, staff believes it is necessary to ask County Council to place a temporary moratorium on the acceptance of any applications for rezonings, site plans, building permits, and any type of economic incentives for Data Centers, Data Processing Facilities, Crypto Mining Operations and/or any other uses associated with Data Processing Facilities, within unincorporated Jasper County. The moratorium to prohibit any applications for development of such use is proposed for 1 year. This moratorium would allow staff time to review and make sure there are adequate provisions within the Jasper County Zoning Ordinance and Land Development Regulations to control the location, design, size, density, land use, and infrastructure needs for data centers, data processing facilities, and cryptocurrency mining operations.

The Planning staff intends to have an ordinance regulating data centers, data processing facilities and crypto mining operations ready for adoption by the time the moratorium expires. Staff's plan includes:

- Consider and plan for the potential impacts of data center development.
- Learn how much water and power usage is necessary to support these types of uses.
- Ensure that the county has plans and policies to ensure that data center developments are consistent with the county's development objectives, and that any potential negative impacts are prevented or mitigated.
- Identify appropriate locations for data centers within the county, ensuring these locations are identified in the county's comprehensive plan and permitted by the county's zoning and other land use ordinances.
- Recommend clear standards for data center development within the county.

Findings & Analysis

Article 6 of the Jasper County Zoning Ordinance, *Use Regulations* utilizes the North American Industry Classification System (NAICS) Code as the basis for determining the use of a property permitted by the various zoning districts. In accordance with the NAICS Code, Data Centers are identified in Sector 51, *Information*, specifically NAICS Code 518210. The current *Use Regulation Table*, does not specifically address NAICS Code 518210 (Data Centers), therefore it would apply to NAICS Code 514, *Information Services and Data Processing,* which is a permitted by right use in the Community Commercial, General Commercial, Industrial Development, and the Mixed Business zoning districts (see an excerpt of the *Use Regulations Table* on the next page).

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Used Household and Office Goods Moving (Article 11:7.11A)	484210	N	N	N	N	N	C	P	P	N	C
Transit and Ground Passenger Transportation	485	N	N	N	N	N	P	P	P	N	C
Pipeline for Transportation	486	N	N	N	N	N	N	P	P	N	C
Scenic and Sightseeing Transportation Storage	487	N	N	P	N	N	N	P	P	N	C
Support Activities for Transportation	488	N	N	N	N	N	N	P	P	N	C
Motor Vehicle Towing	488410	N	N	N	N	N	N	C	C	N	C
US Postal Service	491	N	N	P	N	P	P	P	P	N	P
Warehousing and Storage	493	N	N	N	N	N	N	P	P	N	C
Sector 51: Information											
Publishing Industries	511	N	N	N	N	N	N	P	P	N	P
Motion Pictures and Sound Industries	512	N	N	N	N	N	N	P	P	N	P
Motion Picture Theaters	512131	N	N	N	N	N	N	P	N	N	N
Broadcasting and Telecommunications	513	N	N	N	N	N	P	P	P	N	P
Communication Towers and Ant. (Article 11:7.12)	5131	C	C	C	C	C	C	C	C	C	C
Information Services and Data Processing	514	N	N	N	N	N	P	P	P	N	P
Libraries (Article 11:7.13)	51412	C	C	N	N	P	P	P	P	N	N
Sector 52: Finance and Insurance											
Banks	521	N	N	N	N	P	P	P	P	N	N
Credit Intermediation	522	N	N	N	N	N	P	P	P	N	N
Pawn Shops	522298	N	N	N	N	N	N	P	N	N	N
Security and Commodity Contracts, and Financial Investments	523	N	N	N	N	P	P	P	P	N	N
Insurance Carriers and Related Activities	524	N	N	N	N	P	P	P	P	N	N
Funds, Trust, and Other Financial Vehicles	525	N	N	N	N	P	P	P	P	N	N
Sector 53: Real Estate, Rental and Leasing											
Real Estate	531	N	N	N	N	N	P	P	P	N	N
Mini-Warehouses (Article 11:7.14)	53113	N	N	N	N	N	N	C	P	N	C
Offices of Real Estate Agents and Brokers	5312	N	N	N	N	P	P	P	P	N	P
Rental and Leasing Services	532	N	N	N	N	N	P	P	N	N	P
Video Tape Rental	53223	N	N	N	N	N	P	P	N	N	N
Sector 54: Professional, Scientific, and Technical Services											
Professional, Scientific, Technical Services	541	N	N	N	N	P	P	P	P	N	P
Display Advertising - Signs	54185	See Article 15									
Veterinary Services	54194	N	N	N	N	P	P	P	N	N	P
Sector 55: Management of Companies and Enterprise											
Management of Companies and Enterprises	551	N	N	N	N	P	P	P	P	N	P

Adopted Nov. 13, 2007, Rev. May 04, 2009, Rev. Oct. 5, 2009, Rev. April 18, 2011, Rev. October 3, 2011, Rev. March 5, 2012, Rev. Sept. 17,

Planning Commission Recommendation

This proposed ordinance was reviewed by the Planning Commission at their August 11, 2026 Planning Commission Meeting and the Planning Commission recommends approval of the 1 year moratorium, invoking the pending ordinance doctrine, allowing staff time adequate time to research how best to regulate Data Centers, Data Processing Facilities, and Crypto Mining Operations while ensuring there are no adverse impacts to the residents of Jasper County and that no significant demands are placed on the local electrical grid, water supply, or emergency services.

Attachments:

Ordinance

JASPER COUNTY, SOUTH CAROLINA

ORDINANCE # O-2026-___

AN ORDINANCE DECLARING A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF, REVIEW OF, AND/OR ACTION UPON APPLICATIONS FOR REZONING, SPECIAL EXCEPTIONS, SPECIAL USE PERMITS, BUILDING PERMITS, SITE PLANS, PLAN OF DEVELOPMENT FOR SITING, ECONOMIC INCENTIVES, FEE IN LIEU OF TAXES OR ANY OTHER FORM OF INCENTIVE, THAT WOULD AUTHORIZE OR PERMIT THE DEVELOPMENT OR CONSTRUCTION OF DATA CENTERS, DATA PROCESSING FACILITIES, CRYPTO MINING OPERATIONS OR ANY OTHER USES ASSOCIATED WITH DATA PROCESSING FACILITIES WITHIN JASPER COUNTY; AND ADDRESSING OTHER MATTERS RELATED THERETO.

WHEREAS, Jasper County, South Carolina ("**Jasper County**"), acting through the Jasper County Council as its governing body (the "**Jasper County Council**"), is a political subdivision of the State of South Carolina (the "**State**"), and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities; and

WHEREAS, Jasper County Council has observed an increase in the number of data centers seeking to locate to the State of South Carolina; and

WHEREAS, Jasper County Council is concerned about the impact of data center facilities to the residents of Jasper County, including but not limited to potential significant demands on local electrical grid and water supply, increased air pollution, increased generation of electronic waste, and increased noise and light pollution; and

WHEREAS, given the potential risks associated with data center facilities, Jasper County Council is concerned that the Jasper County Code of Ordinances does not provide an adequate mechanism to regulate and control the location, design, size, density, land use, and infrastructure needs for data centers, data processing facilities, and cryptocurrency mining operations; and

WHEREAS, the Jasper County Code of Ordinances does not define 'data center,' 'data processing facility,' or 'crypto mining operation' and does not make any reference to such facilities; and

WHEREAS, Jasper County Council believes that time is needed so that Jasper County Council and staff can study the impacts of data centers, data processing facilities, crypto mining, and any other uses associated with data processing facilities on communities, and develop reasonable regulations that will promote the safety and wellbeing of its citizens; and

WHEREAS, Jasper County Council believes that this moratorium will protect the public interest and welfare of the citizens of Jasper County until such regulations regarding the aforementioned uses are adopted; and

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

NOW, THEREFORE, BE IT ORDAINED by the Jasper County Council duly assembled ands by the authority of the same, adopting and incorporation by reference the foregoing premises:

1. **Moratorium**. Jasper County Council hereby declares a temporary moratorium on the acceptance of, review of, and/or action upon applications for rezoning, special exceptions, special use permits, building permits, site plans, plan of development for siting, economic incentives, or fee in lieu of taxes, that would incentivize, authorize, or permit the development or construction of data centers, data processing facilities, crypto mining operations, or any other uses associated with data processing facilities within Jasper County. This moratorium also applies to expansions of existing data centers that would increase energy demands by one (1) megawatt or more. This moratorium shall take effect immediately and shall remain in effect for one (1) year. Council may extend the moratorium by resolution for periods of six (6) months.

2. **Definitions**. The following definition apply for this moratorium:

a. 'Data Center' or 'Data Processing Facility' is a building, a dedicated space within a building, or group of buildings or facilities that is used by an entity or other business enterprise to operate, manage, or maintain a computer, group of computers, or other organized assembly of hardware and software for the primary purpose of storing, retrieving, or transmitting digital data and that has a peak demand of one (1) megawatt or greater. Such uses include but are not limited to computationally intensive applications such as cryptocurrency mining, artificial intelligence (A.I.) computing, weather modeling, genome sequencing, application hosting, cloud storage, and video and technical streaming services. These facilities may also include supporting infrastructure such as air handling systems, backup power generation, water cooling and storage systems, utility substations, and other related equipment necessary for operations.

b. 'Crypto Mining' A Crypto Mining center (or farm) is a specialized, industrial-scale facility containing a large number of high-powered computers—usually Application-Specific Integrated Circuits (ASICs) or powerful GPUs—dedicated solely to validating blockchain transactions and generating new cryptocurrency units, such as Bitcoin. These centers operate 24/7, requiring significant, constant electricity for processing and intense cooling systems. Its purpose is primarily to solve complex cryptographic algorithms (Proof of Work) to earn cryptocurrency rewards."

3. Severability. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

4. Repeal. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of Jasper County, unless expressly so providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.

5. Pending Ordinance Doctrine. This Ordinance is subject to the Pending Ordinance Doctrine. the provisions of this Ordinance shall be effective under the pending ordinance doctrine from the date of approval of the first reading and the announcement of the Council's intention to hold a public hearing, and any permit, application or plat accepted for filing by the Department of Planning and Building Services will be deemed in error, null and void, and of no effect whatsoever.

6. Effective Date. This ordinance is effective immediately and shall remain in effect for one (1) year thereafter pursuant to S.C. Code Ann. §4-9-130 and resolution of Council to extend the moratorium.

AND IT IS SO ORDAINED, ENACTED AND ORDERED AS OF, this ______ day of ________________, 2026.

Jasper County, South Carolina

____
W. L. Rowell, III, Chairman
Jasper County Council

ATTEST:

____
Wanda Giles, Clerk to Council

Approved as to form:

____
Interim County Attorney
Burr & Forman LLP
Walter J. Nester, III

____
Date

ORDINANCE: # O-2026-__

First Reading: September 8, 2026
Second Reading: September 21, 2026
Third Reading: ____________

Considered by the Jasper County Planning Commission at its meeting on

August 11, 2026 and recommended for approval.

AGENDA ITEM #10E

Jasper County
Development Services Department

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-4119

Name: Eric W. Larson
Title: Development Services Director
Email address: ewlarson@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	September 21, 2026
Agenda Item:	**#9 ____**
Project:	Approval of 1st reading for the sale of Approximately 10 Acres of County-Owned Property at Cypress Ridge Business and Industrial Park.
Request:	County Council is requested to consider and approve, the 1st reading, an ordinance authorizing the sale of approximately ten (10) acres of County-owned property within the Cypress Ridge Business and Industrial Park to Six by Six Holdings, LLC for $400,000.00.
Action Needed:	Approve Ordinance No. O-2026-____ on first reading authorizing the sale and approving the Agreement of Purchase and Sale.
Recommendation:	Staff recommends approval of Ordinance No. O-2026-____ on 1st reading, authorizing the sale of the property to Six by Six Holdings, LLC in accordance with the terms of the Agreement of Purchase and Sale.

Description:
Jasper County owns approximately ten (10) acres of property within the Cypress Ridge Business and Industrial Park in Ridgeland, South Carolina, identified as a portion of Tax Parcel No. 048-00-01-009. Six by Six Holdings, LLC has entered into an Agreement of Purchase and Sale with the County for the acquisition of the property at a purchase price of $400,000.00.

The final acreage and legal description will be established by a survey in accordance with the Agreement of Purchase and Sale. The proposed sale will transfer the County-owned property to the purchaser for future private development within the Cypress Ridge Business and Industrial Park.

Staff Recommendation:
Staff recommends approval of Ordinance No. O-2026-____ on first reading, authorizing the sale of the property to Six by Six Holdings, LLC in accordance with the terms of the Agreement of Purchase and Sale.

Attachment(s):
Ordinance 2026-____
Draft Property Sales Agreement

JASPER COUNTY, SOUTH CAROLINA

ORDINANCE NO. O-2026-____

AN ORDINANCE OF JASPER COUNTY COUNCIL, SOUTH CAROLINA, AUTHORIZING THE SALE OF APPROXIMATELY TEN (10) ACRES OF COUNTY-OWNED REAL PROPERTY LOCATED WITHIN THE CYPRESS RIDGE BUSINESS AND INDUSTRIAL PARK TO SIX BY SIX HOLDINGS, LLC; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT OF PURCHASE AND SALE AND RELATED CLOSING DOCUMENTS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, Jasper County, South Carolina (the "County"), is the owner of certain real property located within Jasper County, South Carolina, consisting of approximately ten (10) acres, more or less, being a portion of Tax Parcel No. **048-00-01-009**, located within the **Cypress Ridge Business and Industrial Park, Ridgeland, South Carolina** (the "Property"); and

WHEREAS, the Property is more particularly identified and depicted on Exhibit "A" to the Agreement of Purchase and Sale, with the final legal description and exact acreage to be established by a survey in accordance with the terms of the Agreement; and

WHEREAS, Jasper County and **Six by Six Holdings, LLC**, a South Carolina limited liability company ("Purchaser"), have negotiated an Agreement of Purchase and Sale (the "Purchase Agreement") providing for the sale and purchase of the Property; and

WHEREAS, pursuant to the Purchase Agreement, the agreed purchase price for the Property is **Four Hundred Thousand Dollars ($400,000.00)**, subject to the terms, conditions, adjustments, and prorations set forth therein; and

WHEREAS, the Purchase Agreement provides for an initial earnest money deposit of **One Thousand Dollars ($1,000.00)**, with the balance of the purchase price to be paid at closing, subject to the terms of the Purchase Agreement; and

WHEREAS, the Purchase Agreement provides Purchaser with a due diligence period of one hundred twenty (120) days, with the option for up to two (2) thirty-day extensions upon payment of the applicable extension deposits, during which Purchaser may conduct surveying, environmental, geotechnical, wetlands, title, and other due diligence activities; and

WHEREAS, the Purchase Agreement provides that the final legal description and exact acreage of the Property shall be established through a survey prepared by a registered South Carolina surveyor and approved in accordance with the terms of the Purchase Agreement; and

WHEREAS, the Purchase Agreement provides that closing shall occur on or before thirty (30) days following expiration of the due diligence period, as extended, subject to the satisfaction of the conditions contained therein; and

WHEREAS, the Purchase Agreement expressly provides that it is subject to formal ratification by Jasper County Council; and

WHEREAS, Jasper County Council has determined that entering into the Purchase Agreement and authorizing the sale of the Property is in the best interest of Jasper County and its citizens, subject to the terms and conditions contained in the Purchase Agreement and this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE JASPER COUNTY COUNCIL, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Authorization of Sale

Jasper County Council hereby authorizes the sale of approximately ten (10) acres, more or less, of County-owned real property located within the Cypress Ridge Business and Industrial Park, Ridgeland, South Carolina, being a portion of Tax Parcel No. **048-00-01-009**, to **Six by Six Holdings, LLC**, for a purchase price of **Four Hundred Thousand Dollars ($400,000.00)**, subject to the terms and conditions of the Agreement of Purchase and Sale.

Section 2. Approval and Ratification of Purchase Agreement

The Agreement of Purchase and Sale between Jasper County, South Carolina, as Seller, and Six by Six Holdings, LLC, as Purchaser, is hereby approved and ratified by Jasper County Council.

A copy of the Agreement of Purchase and Sale is incorporated herein by reference and shall be maintained in the official records of Jasper County.

Section 3. Final Legal Description and Acreage

The final legal description and exact acreage of the Property conveyed pursuant to this Ordinance shall be established by a survey prepared by a registered South Carolina surveyor in accordance with the Purchase Agreement.

The final survey and legal description shall be used for preparation and recording of the deed conveying the Property.

Section 4. Authorization of County Administrator

The **Jasper County Administrator**, or his designee, is hereby authorized and directed, on behalf of Jasper County, to execute the Purchase Agreement and any amendments, affidavits, settlement statements, deeds, easements, certifications, and other documents reasonably necessary to carry out the sale of the Property, provided that such documents are consistent with the terms and conditions approved by County Council.

Section 5. Closing and Conveyance

The Property shall be conveyed to Purchaser in accordance with the Purchase Agreement upon satisfaction of all applicable closing conditions.

The deed conveying the Property shall be executed and delivered on behalf of Jasper County by the County Administrator or other authorized representative and shall contain the final legal description established by the approved survey.

Section 6. Purchase Price and Proceeds

The purchase price of **Four Hundred Thousand Dollars ($400,000.00)** shall be paid in accordance with the Purchase Agreement. The County Administrator and appropriate County officials are authorized to take all actions necessary to receive and account for the proceeds of the sale in accordance with applicable County policies, ordinances, and South Carolina law.

Section 7. Conditions of Sale

The sale authorized by this Ordinance shall remain subject to the terms and conditions of the Purchase Agreement, including, without limitation, Purchaser's due diligence and title review rights, the completion and approval of the survey, applicable closing requirements, and all other conditions contained in the Purchase Agreement.

Section 8. Severability

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 9. Effective Date

This Ordinance shall become effective upon adoption by Jasper County Council and compliance with all applicable requirements of South Carolina law.

DONE, ORDERED, AND ADOPTED by the Jasper County Council, South Carolina, this ____ day of _________________, 2026.

JASPER COUNTY COUNCIL

Jasper County Council Chair

ATTEST:

Clerk to Council

APPROVED AS TO FORM:

County Attorney

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "**Agreement**") by and between **Jasper County,** a political subdivision of the State of South Carolina (hereinafter "**Seller**"), and **Six by Six Holdings, LLC**, a South Carolina limited liability company (hereinafter "**Purchaser**"). The Agreement is effective as of the date the last of Seller or Purchaser executes this Agreement (the "**Effective Date**"), subject to formal ratification by Jasper County Council as set forth in **Addendum No. 1** attached hereto.

RECITALS:

WHEREAS, Seller owns certain real property in Jasper County, South Carolina, more specifically identified as that certain tract or parcel of land being located in Jasper County, South Carolina consisting of ± 10 acres, more or less, being a portion of Tax Parcel number of 048-00-01-009, as generally depicted on **Exhibit "A"** attached hereto and by this reference made a part hereto, located in the Cypress Ridge Business and Industrial Park, Ridgeland, SC, together with any improvements thereon and all easement rights, personal property, contract rights, permits, licenses and other rights benefitting and pertaining to the Property (collectively, the "**Property**"); and

WHEREAS, the parties have had discussions with respect to the sale and purchase of the Property and the method, procedure, manner and timing of the acquisition thereof and it is their desire to finalize and document their understandings with respect thereto.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and with the foregoing recitals incorporated herein by reference, the parties agree as follows:

1. **Property**. Seller agrees to sell and Purchaser agrees to purchase, the Property upon the terms and conditions hereinafter set forth.

2. **Purchase Price; Earnest Money.**

2.1 Purchase Price. The purchase price for the Property shall be Four Hundred Thousand and No/100 Dollars ($400,00.00) ("**Purchase Price**"), to be paid as follows:

a. $1,000.00 earnest money deposit, to be paid to the escrow agent named below within ten (10) days of the Effective Date and applied against the Purchase Price at Closing;

b. $400,00.00, representing the balance of the purchase price to be due and payable at closing (as defined below), and such costs as are Purchaser's responsibility, subject to such adjustments and prorations provided herein, including credit for any extension payment made to extend the Due Diligence Period as set forth below.

2.2 All amounts due hereunder shall be paid in United States currency by bank wire transfer to an account designated by Seller.

2.3 Earnest Money.

Within ten (10) days of the Effective Date, Purchaser will deposit with _______________, (the "**Escrow Agent**"), by wire transfer or check, the sum of One Thousand and No/100 Dollars ($1,000.00) (the "**Earnest Money**" or the "**Deposit**"). The Earnest Money shall be fully refundable during the Due Diligence Period (as defined herein). Thereafter, the Earnest Money shall be deemed non-refundable to Purchaser, except in the event of a Seller default or as otherwise provided for herein. Unless earlier disbursed, the Earnest Money shall be disbursed to Seller and credited against the Purchase Price at the Closing. The Earnest Money shall be held in a non-interest bearing IOLTA trust account. If Purchaser fails to timely deliver the entire Deposit, then this Agreement shall be terminated at the option of Seller. Upon Seller's election to terminate this Agreement due to a failure of Purchaser to deliver the Deposit, the parties hereto shall have no further obligations to each other hereunder.

This Agreement constitutes and shall serve as escrow instructions to Escrow Agent for the purposes of administering the escrow account and Earnest Money. In the event (i) any dispute arises between Seller and Purchaser regarding the disbursement of the Earnest Money or (ii) Escrow Agent receives conflicting instructions with respect thereto, Escrow Agent shall withhold such disbursement until otherwise instructed in writing by both parties or until directed by a court of competent jurisdiction. If Escrow Agent incurs fees or expenses as a result of such a dispute, then Seller and Purchaser shall split equally the payment of such fees and/or expenses between them. Seller and Purchaser agree that, except as provided herein, Escrow Agent shall incur no liability whatsoever in connection with Escrow Agent's performance under this Agreement. Seller and Purchaser hereby jointly and severally release and waive any claims they may have against Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage caused by any of its employees' acts of wanton or willful misconduct while performing as Escrow Agent.

3. **Survey.**

Within the Due Diligence Period, Purchaser will commission, at Purchaser's sole expense, a survey of the Property to be transferred to Purchaser (the "**Survey**") by a registered South Carolina surveyor. Once approved by both Seller and Purchaser, the Survey shall be used as a basis for the legal description of the Property being conveyed pursuant to the terms of this Agreement ("**Legal Description**") and shall be used to determine the exact acreage of the Property. The Survey shall set forth the location, dimensions and total number of square feet (or acres) of land of the Property and the metes and bounds description of the Property. Purchaser and Seller agree to substitute the Legal Description for the Property attached as **Exhibit "A"** to this Agreement upon receipt of the Legal Description from the surveyor based on the approved Survey, with reference to the plat incorporating the metes and bounds, courses and distances as shown said plat. Purchaser shall have twenty days after delivery of the Survey for approval to assert any objections to the Survey. In the event that Purchaser, in its sole discretion, is dissatisfied with any matter set forth on the Survey, Purchaser may (i) terminate this Agreement within five (5) days of the later of the event set forth immediately proceeding, or (ii) state an objection to such matter in writing to Seller on or prior to the expiration of the Closing Date. Upon receipt of such objection, Seller shall have a period of five (5) business days to elect (i) to cure the matter in a manner satisfactory to Purchaser prior to Closing or (ii) to notify Purchaser it will not cure the matter in a manner satisfactory to Purchaser prior to Closing. If Seller elects not to cure such matter(s), then Purchaser shall have five (5) business days after receipt of such notice from Seller to either (i) notify Seller it is terminating this Agreement or (ii) notify Seller it will continue the Agreement and accept the matter(s) as Permitted Title Exception(s).

The Survey shall also identify and depict any proposed utility easements serving or benefiting the adjacent properties, including the location, dimensions, and approximate limits thereof, and such utility easements shall be incorporated into the applicable easement documents to be executed and recorded at Closing.

4. **Inspection.**

(a) To the extent that such documents exist and are in Seller's possession, Seller shall make available to Purchaser within ten (10) business days after the Effective Date (i) a copy of Seller's existing owner's title insurance policy for the Property or, if same is dated later than such policy, a copy of any existing title commitment for the Property, and (ii) the most recent survey of the Property in the possession of Seller, and (iii) any governmental approvals, permits or correspondence, engineering data, reports, zoning approval, plans and tests, environmental data and reports, subdivision plans and reports, utility commitments, drainage reports, soils reports, zoning restrictions, deed restrictions, and other similar documents, and all recorded instruments affecting the Property .

(b) Purchaser shall have one hundred twenty (120) days from the Effective Date ("**Due Diligence Period**") to inspect the Property and to conduct all other due diligence matters, including but not limited to surveying, geotechnical testing, Phase 1 and 2 environmental site assessments, Due Diligence studies, and wetlands delineations. Purchaser may terminate this Agreement for any or no reason by giving written notice to Seller on or before the last day of the Due Diligence Period, in which event all Earnest Money, less $100.00 which shall be delivered to Seller as consideration for removing the Property from the market, shall be promptly refunded to Purchaser and the parties to this Agreement shall be relieved of all rights and obligations hereunder, except for those that by the express terms hereof survive any termination of this Agreement.

(c) Purchaser shall be entitled to two (2) thirty (30) day extensions of the Due Diligence Period upon the deposit of the sum of Five Thousand and 00/100 Dollars ($5,000.00) (each, an "**Extension Deposit**") with Escrow Agent as an additional earnest money deposit for each extension so exercised. Each Extension Deposit so tendered by Purchaser shall be treated as part of the Deposit and governed by Section 2.3 of this Agreement. Commencing on the Effective Date and expiring at the termination of the Due Diligence Period, as such may have been extended, Purchaser's and/or its agents, consultants, contractors, employees and principals ("**Purchaser's Agents**") shall have the right to investigate the Property and all matters relevant to the acquisition, ownership, development, permitting, governmental approval, and utility supply of and for the Property, including, without limitation, the right to enter onto the Property to conduct, at Purchaser's sole cost and expense, such physical, engineering, environmental, soil and Due Diligence studies on the Property as Purchaser deems appropriate. No inspection, examination, study, or test shall interfere with Seller's use of the Property and/or violate any law or regulation of any governmental entity having jurisdiction over the Property. Purchaser acknowledges that, as of the expiration of the Due Diligence Period, Purchaser will have had a full opportunity and adequate time to inspect and investigate the condition of the Property to Purchaser's full satisfaction.

If Purchaser determines, in its sole and absolute discretion, that the Property is unsuitable for the intended use, or for any reason or for no reason, Purchaser may terminate this Agreement by written notice to Seller prior to the expiration of the Due Diligence Period (as the same may be extended pursuant to Section 4(c) above), in which event the Earnest Money, less $100.00 which shall be delivered to Seller as consideration for removing the Property from the market, shall be returned to Purchaser and the parties shall be relieved of any further rights or obligations hereunder. If Purchaser elects to terminate this Agreement by providing written notice of its intention to terminate to Seller, Purchaser shall restore the Property to its condition immediately prior to entry thereon by Purchaser and Purchaser's Agents, and shall deliver to Seller any materials prepared in Purchaser's investigation of the Property, but specifically excluding information relating to Purchaser's business such as market studies, as soon as practicable thereafter. If Purchaser does not so notify Seller in writing of its intention to terminate prior to the expiration of the Due Diligence Period, Purchaser shall be deemed to have determined the Property to be suitable for the intended use and this Agreement shall continue in full force and effect pursuant to the terms contained herein, and the Earnest Money shall become non-refundable except for Seller default in performing its obligations hereunder.

To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller and their respective members, officers, directors, employees, agents and consultants (collectively, the "**Sellers**") from and against any and all claims, causes of action, damages, costs, and expenses of any kind, including, without limitation, reasonable attorneys' fees and court costs arising from any activities undertaken by Purchaser or its agents, consultants, contractors, employees, or principals on the Property as part of the exercise of Purchaser's rights hereunder; provided, however, in no event shall Purchaser or Seller be responsible for any reduction of value of the Property resulting from the discovery of any hazardous substances on, or other defects in the Property.

5. **Closing.**

5.1 Closing Date. Closing shall occur on or before thirty (30) days after expiration of the Due Diligence Period (as the same may be extended pursuant to Section 4(c) above). The date on which Closing occurs shall be referred to as the "**Closing Date**".

5.2 Closing Costs and Prorations.

At the Closing, Seller shall pay fees for the recording of (i) any lien or mortgage release or satisfaction, if any, necessary to deliver the Property, free of such lien or mortgages; and (iii) any costs incurred by Seller, including its own attorneys' fees.

At the Closing, Purchaser shall pay or cause to be paid on Purchaser's behalf (i) all costs and charges incident to any mortgage executed by Purchaser, including, without limitation, recording fees, mortgagee's title insurance premiums, mortgage application, origination, and assumption fees, and costs for any survey work undertaken by Purchaser, if applicable; (ii) the recording fees and deed stamps/transfer fee for recording the Deed; (iii) owner's title insurance premiums, endorsements and fees; and (v) any costs incurred by Purchaser, including its own attorneys' fees.

Ad valorem taxes against the Property for tax year 2026 shall not be pro-rated, as County-owned property is exempt.

5.3 Title.

Purchaser may obtain, at Purchaser's sole cost and expense, a commitment for an owner's policy of title insurance for the Property (the "**Title Commitment**"), which Title Commitment shall be issued by a South Carolina licensed title insurance company (the "**Title Company**"). Purchaser shall have until forty five (45) days after the Effective Date ("**Title Review Period**") to review the status of title to the Property, obtain a survey at Purchaser's expense (if desired), and deliver written notice to Seller of any objections Purchaser may have to title exceptions or defects identified in such commitment or disclosed by such survey other than Permitted Exceptions (the "**Title Objections**").

As used herein, the term "**Permitted Exceptions**" means (i) liens for taxes (including, roll-back taxes), assessments, both general and special, and other governmental charges that are not yet due and payable (but which shall be pro-rated as described herein), (ii) building codes and zoning ordinances and other laws, ordinances, regulations, rules, orders or determinations of any federal, state, county, municipal or other governmental authority heretofore, now or hereafter enacted, made or issued by any such authority affecting the Property, (iii) rights of riparian landowners for the use and the continued flow of the streams and creeks running over, upon, and through the Property, if any, (iv) development and use restrictions and conditions imposed by federal, state, and local laws with respect to those portions of the property designated as “wetlands,” if any, (v) all matters, restrictions and matters that would be disclosed by an accurate survey of the Property but not properly raised as a Title Objection, and (vi) any matter listed in the Title Commitment but not properly raised as a Title Objection.

Except for matters as to which Purchaser is entitled to object hereunder and which such title Objections are described in any such notice from Purchaser, Purchaser shall be deemed to have waived its right to object to, and to have approved, all title exceptions or defects indicated on the Title Commitment. If Purchaser notifies Seller of any Title Objection(s), Seller shall have twenty (20) days after receipt of such notice to attempt or not attempt to cure or satisfy such Title Objection(s); provided however, Seller shall not be required to remove any Title Objection. If Purchaser raises any Title Objection and the Title Objection is not satisfied by Seller within the time period allowed, Purchaser shall have the right to terminate this Agreement and receive a return of the Earnest Money, in which event the parties shall be relieved of any further rights or obligations hereunder, except as to any indemnity obligations of Purchaser which expressly survive the termination of this Agreement, or Purchaser may proceed with each Closing without abatement to the Purchase Price. If Seller does so cure or satisfy the Title Objection, this Agreement shall continue in full force and effect. Purchaser shall have the right at any time to waive any Title Objection that Purchaser may have made and proceed to Closing. Notwithstanding the above, Seller shall remove all monetary liens or encumbrances created by, through, or under Seller encumbering the Property prior to or at Closing. The proceeds from the Closing may be utilized to pay such monetary liens or encumbrances.

Purchaser, at its sole cost and expense, may obtain an updated Title Commitment (the “**Updated Commitment**”) for the Property at any time prior to Closing and, if exceptions are noted to which Purchaser may object hereunder and were not listed as exceptions in the initial Title Commitment, Purchaser may notify Seller within five (5) days after the date of such Updated Commitment, but not later than the Closing Date, and the foregoing provisions relating to Seller's opportunity to cure shall apply. The Closing Date shall be extended as necessary to permit Seller the opportunity to cure as provided herein, should the Seller elect to attempt a cure. If Purchaser raises an objection based on the Updated Commitment and Seller elects not to cure the objection, Purchaser may terminate this Agreement and receive a return of the Earnest Money. Notwithstanding the foregoing, Seller shall not knowingly permit any exceptions or encumbrances against the Property after the Effective Date without Purchaser’s express written consent.

5.4 Closing Documents.

5.4.1 Deeds. At Closing, Seller shall deliver title to the Property to Purchaser by quitclaim deed using the legal description by reference to the new Survey. The deed shall be in proper form for recording and shall be duly executed and acknowledged, all at Seller's expense. Seller represents, but does not warrant, to the best of its actual knowledge that the title to the Property shall be good and marketable, free and clear of all tenancies and other liens and encumbrances except potential property taxes for the current year and utility service easements, and other matters of record. Seller shall also execute and deliver to Purchaser at Closing, all at Seller's expense, the following:

(a) **Settlement Statement**. A signed settlement statement (prepared by Purchaser’s attorney) reflecting disbursements in accordance with this Agreement.

(b) **General Assignment**. An assignment of any intangible property, permits, or licenses pertaining to the Property.

(c) **Utility Easement**. At Closing, Purchaser shall execute and deliver to Seller a utility easement in a form reasonably acceptable to Seller, providing for the installation, construction, operation, maintenance, repair, replacement, and removal of utilities to serve adjacent properties, including, without limitation, electric, natural gas, water, sanitary sewer, telecommunications, and other public or private utility facilities. The location and dimensions of such easement shall be depicted on the Survey and shall be reasonably acceptable to Purchaser and Seller. The utility easement shall be recorded concurrently with the Deed.

(d) **No Lien Affidavit**. An affidavit and indemnification agreement, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company, subject however to the restriction that South Carolina governmental bodies are prohibited from indemnifying others), that there are no amounts owed for labor, materials or services with respect to the Property.

(e) **Owner's Affidavit**. An affidavit, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company, subject however to the restriction that South Carolina governmental bodies are prohibited from indemnifying others), that there are no tenants or others claiming interests in the Property.

(f) **Residency Certificates**. N/A.

(g) **Certificate of Tax Compliance**. N/A.

(h) **Withholding Affidavit**. N/A.

(i) **Other Documents**. Other closing documents as reasonably required by Purchaser or the Title Company.

5.4.2 At Closing Purchaser shall provide a settlement statement and such other documents as may be reasonably requested by Seller or the Title Company.

5.5 **<u>Possession</u>**. Seller shall deliver sole and exclusive possession of the Property to Purchaser upon Closing.

6. **Seller's Representations.**

Seller represents without warranty to Purchaser as follows:

Seller is the sole record owner of the Property as of the Effective Date and shall be the sole record owner of the Property as of the Closing Date;

This Agreement has been duly authorized and, when executed and delivered and ratified by County Council, shall constitute a legal, valid, and binding obligation of Seller, enforceable in accordance with its terms;

To Seller's actual knowledge, as of the Effective Date and as of the Closing Date, the Property does not and shall not contain hazardous wastes, hazardous substances, toxic substances, hazardous air pollutants, or toxic pollutants, as those terms are used in applicable federal, state, or local environmental laws;

To Seller's actual knowledge, as of the Effective Date and as of the Closing Date, it has received no notice of any action, litigation, pending or threatened condemnation, or other proceeding of any kind pending against Seller that relates to or affects the Property; and

Seller's representations are true and correct as of the Effective Date and the continued truth and accuracy thereof at the time of Closing shall be a condition to all of Purchaser's obligations under this

Agreement. Seller shall notify Purchaser promptly of any facts that Seller may receive after the Effective Date, actual notice of which would cause any of Seller's representations to be untrue on the date of each Closing.

Purchaser acknowledges that this Agreement is entered into by Purchaser without reliance on any covenants, warranties, statements or representations, either written or oral, express or implied, by Seller, or by any agent, employee or representative of Seller, or by any broker or other person purporting to represent Seller, except as specifically set forth in this Agreement. Purchaser represents that its decision to enter into this Agreement is based on Purchaser's independent investigation and evaluation of the Property and the merits for consummating the transactions contemplated by this Agreement. Purchaser is aware of the South Carolina constitutional prohibition against governmental bodies indemnifying or holding harmless any contracting party.

Except for the representations specifically stated in Section 6 of this Agreement, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING, AND SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY IN ITS "AS-IS", "WHERE-IS" CONDITION.

7. **Purchaser's Representations.**

Purchaser represents to Seller as follows:

Purchaser is a limited liability company, established under the laws of the State of South Carolina;

Purchaser's execution, delivery, and performance of this Agreement is not prohibited by and will not constitute a default under any other agreement, covenant, document or instrument;

This Agreement has been duly authorized and, when executed and delivered, shall constitute a legal, valid, and binding obligation, enforceable in accordance with its terms;

To Purchaser's knowledge, there is no litigation pending, or to Purchaser's knowledge threatened, that would have a material and adverse effect on Purchaser's ability to perform its obligations under this Agreement; and

Purchaser's representations are true and correct as of the Effective Date and the continued truth and accuracy thereof at the time of Closing shall be a condition to all of Seller's obligations under this Agreement. Purchaser shall notify Seller promptly of any facts that it may receive after the Effective Date, actual notice of which would cause any of its representations to be untrue on the date of each Closing.

8. **General Provisions.**

8.1 Condemnation. If prior to Closing, Seller should receive notice of the commencement or threatened commencement of eminent domain or other like proceedings against any material portion of the Property Seller shall immediately notify Purchaser in writing and Purchaser shall elect within ten (10) days after receipt of such notice, by delivering written notice to Seller, either (a) to terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser and the parties shall be relieved of any further rights or obligations hereunder; or (b) to continue this Agreement in full force and effect, but subject to such proceedings, in which event the Purchase Price shall remain the same and Seller shall transfer and assign to Purchaser at the Closing all condemnation proceeds and rights to additional condemnation proceeds, if any, relating to the Property. If Purchaser does not notify Seller of Purchaser's election within such ten (10) day period, Purchaser shall be deemed to have elected to continue this Agreement in accordance with clause (b) of this Section 8.1.

8.2 No Joint Venture; Third-Party Beneficiaries.

Purchaser and Seller acknowledge that they are not co-developers, partners, joint venture partners, or principals and agents. Seller's obligations hereunder shall run solely to Purchaser and Seller shall have no obligations, express or implied, to any other person. Any control exercised by Seller with respect to any property within the Development is solely for the purpose of protecting property values in the Development. Any approval granted by Seller is solely for Purchaser's benefit, and neither Purchaser nor any third party may rely upon Seller's approval for any other purpose.

No person not a party to this Agreement shall be deemed or construed a direct or indirect beneficiary hereof, nor entitled to rely on any provision hereof or the conduct and performance of the parties thereto, all of such provisions, conduct and performance being solely for the benefit of the parties hereto.

8.3 Brokers. Seller and Purchaser each represent to the other that neither has dealt with a real estate broker or agent in connection with the purchase and sale contemplated by this Agreement, and no broker fee or commission is owed, or will be owed, to any person or entity.

8.4 Default and Remedies.

(a) Purchaser Default. If Purchaser fails to close on the purchase of the Property as and when required, fails to perform any of its other obligations, or breaches any representation, warranty or covenant hereunder, Seller may deliver Purchaser a Notice of Default as provided below and, if Purchaser fails to cure within the time period required, Seller may declare Purchaser in default hereunder. Upon such default, Seller may terminate this Agreement by written notice to Purchaser and retain the Earnest Money as liquidated damages.

(b) Seller Default. If Seller fails to close on the sale of the Property as and when required, fails to perform its other obligations under this Agreement, Purchaser may give Seller a Notice of Default as provided below, and if Seller fails to cure within the time period required, Purchaser may declare Seller in default and either (i) bring an action for specific performance, in which event Purchaser shall be entitled to recover its costs and reasonable attorney's fees as may be awarded by the court in its discretion, or (ii) terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be immediately refunded to Purchaser, or (iii) provided an action for specific performance is not available to Purchaser, to the extent permitted by South Carolina law, the Purchaser may seek such remedies available under the law or in equity, not to exceed actual (but not special or consequential) damages not to exceed twice the amount of Earnest Money and extension deposits actually made by Purchaser.

(c) Notice of Default. Notwithstanding anything herein to the contrary, neither party may terminate this Agreement or pursue other available remedies for the other party's default unless and until the party declaring the default has delivered to the other party written notice describing the alleged default ("**Notice of Default**"), and the party receiving such notice has failed to cure such default within fifteen (15) days after receipt of such Notice of Default or, if such default is not capable of being cured within fifteen (15) days, has failed to commence steps to cure within fifteen (15) days and thereafter to diligently pursue such steps and accomplish such cure within thirty (30) days. Notwithstanding the foregoing, this Section shall not apply to limit a party's ability to obtain temporary injunctive relief if necessary to avoid irreparable harm.

(d) Attorneys' Fees. In the event that either party pursues legal action to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to collect from the non-prevailing party such reasonable legal fees and costs incurred in the action as may be awarded by the court in its discretion.

(e) Notice. Each notice to be given hereunder shall be in writing and delivered 1) personally, 2) by overnight delivery, 3) by electronic transmission via internet email with either a) confirmation of receipt by all parties to whom it is directed or b) by depositing a copy of the email with the U.S. Postal Service mail, with adequate first-class prepaid postage, or 4) mailing such notice by depositing it with the U.S. Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party at its address set forth below. If given by personal delivery or by overnight delivery, notice shall be deemed to have been given and received upon receipt at the address to which it is delivered. If given by mail, notice shall be deemed to have been given when deposited with the U.S. Postal Service and received within three (3) business days following such deposit in the U.S. Postal Service. Notice by email shall be deemed to have been made upon confirmation of receipt, or three (3) days after depositing the mailing as provided above with the U.S. Postal Service. Rejection or refusal by the addressee to accept delivery, or the inability to deliver any notice because of a change of address of the intended recipient without notice to the other, shall be deemed to be the receipt of the notice on the third day following the date postmarked or deposited with the overnight delivery service of U.S. Postal Service. Either party may change such addresses by written notice to the other designating the new address. Notice addresses are as follows:

If to Purchaser:

Six by Six Holdings, LLC
10876 N. Jacob Smart Boulevard
Ridgeland, SC 29936
Attention: James Welch
james.welch@salaciaconstruction.com

With a copy to:

____
____
____
____
Email: ________________

If to Seller:

Jasper County
Attn: Jasper County Administrator
358 Third Ave, Suite 306-A (Street Only)
PO Box 1149 (Mailing)
Ridgeland, SC 29936
E-Mail: jiwanicki@jaspercounty.gov

With a copy to:

Burr & Forman LLP
Attn: Walter J. Nester, III
1 Carecore Drive, Suite 202
Bluffton, SC 29910
E-mail: wnester@burr.com

If to Escrow Agent:

____
____
____

8.5 Binding Effect/Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. Purchaser shall not assign this Agreement, in whole or in part, to a third-party entity without the prior written consent of Seller, which consent shall not be unreasonably withheld, except that Purchaser may assign this Agreement to an entity that controls, is controlled by, or is under common control with Purchaser without the prior consent of Seller.

8.6 Entire Agreement. This Agreement, together with the attached Exhibits, embodies the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous negotiations, understandings, agreements, letters of intent or otherwise, all of which are of no further force or effect. This Agreement cannot be waived or amended except by written instrument executed by Purchaser and Seller.

8.7 Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of South Carolina.

8.8 Severability. The provisions of this Agreement are intended to be independent. In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the other provisions of this Agreement.

8.9 No Waiver. Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with this Agreement nor in any way affect the validity of all or any part of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any other or subsequent breach.

8.10 Exhibits. The Exhibits referenced in this Agreement and attached hereto are incorporated in and made a part of this Agreement.

8.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, even though no one counterpart contains the signatures of all the parties, but all of which, together, shall constitute one and the same instrument. Signatures by either party may be by means of electronic signature, such as Docusign©, which the parties agree shall be binding for all purposes.

8.12 Headings. The Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provision.

8.13 Time is of the Essence. Time is of the essence as to all time periods set forth herein.

8.14 Waiver of a Right to Jury Trial. TO THE FULLEST EXTENT PERMITTED UNDER LAW, INCLUDING ANY LAWS ENACTED AFTER THE DATE OF THIS AGREEMENT, PURCHASER AND SELLER EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN THE EVENT OF LITIGATION BETWEEN THE PARTIES IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, THE PROPERTY, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE, WHETHER ANY OF THE FOREGOING IS BASED ON THIS AGREEMENT OR ON TORT LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9. THE PARTIES ACKNOWLDGE THE EXISTENCE AND INCORPORATION BY REFERENCE OF THE ATTACHED “ADDENDUM #1 TO AGREEMENT OF PURCHASE AND SALE.”

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[EXECUTION BEGINS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

Witnesses:

____

____

SELLER:

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

By: ______________________________(SEAL)

Name: James Iwanicki

Its: County Administrator

Date: _____________________________________

____

____

PURCHASER:

Six by Six Holdings, LLC

By: ______________________________(SEAL)

Name: James Welch

Its: _______________________

Date: _____________________________________

ACKNOWLEDGMENT AND AGREEMENT OF ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges receipt of a fully executed copy of the above and foregoing Agreement, together with the Deposit provided for therein, and agrees to hold and make payment of such Deposit in accordance with the provisions of the above and foregoing Agreement, this _____ day of _________, 2026.

ESCROW AGENT:

_______________________, PA

By:

Name: ___________________________

Title:

EXHIBIT A
Legal Description
(Preliminary)

ADDENDUM # 1 TO AGREEMENT OF PURCHASE AND SALE

The Agreement of Purchase and Sale ("Agreement") entered into by and between **Jasper County**, a political subdivision of the State of South Carolina (hereinafter "**Seller**"), and Six by Six Holdings, LLC, a South Carolina limited liability company (hereinafter "**Purchaser**") dated _______________, 2026, is hereby amended as follows:

1. The Agreement is amended to add the following as Paragraph "10":

10. **County Council Ratification.** **"**NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS AGREEMENT OF PURCHASE AND SALE NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF SELLER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING, WITHIN THIRTY (30) DAYS OF SELLER'S EXECUTION OF THIS AGREEMENT, BY THE CHAIRMAN OF THE JASPER COUNTY COUNCIL PURSUANT TO AN ORDINANCE, RESOLUTION OR MOTION OF THE COUNCIL. NOTWITHSTANDING THE FOREGOING, IT IS ACKNOWLEDGED AND AGREED THAT THE DURATION OF THE DUE DILIGENCE PERIOD IS ESTABLISHED PURSUANT TO THE PROVISIONS OF PARAGRAPH "*4, INSPECTION*" OF THE AGREEMENT MEASURED FROM THE EFFECTIVE DATE AS DEFINED THEREIN."

Signatures on following page

IN WITNESS WHEREOF, this Addendum to Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

SELLER:

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

By: ______________________________ (SEAL)

Name: James Iwanicki

Its: County Administrator

Date: ____________________________________

SIGNATURES CONTINUE ON FOLLOWING PAGE

PURCHASER:

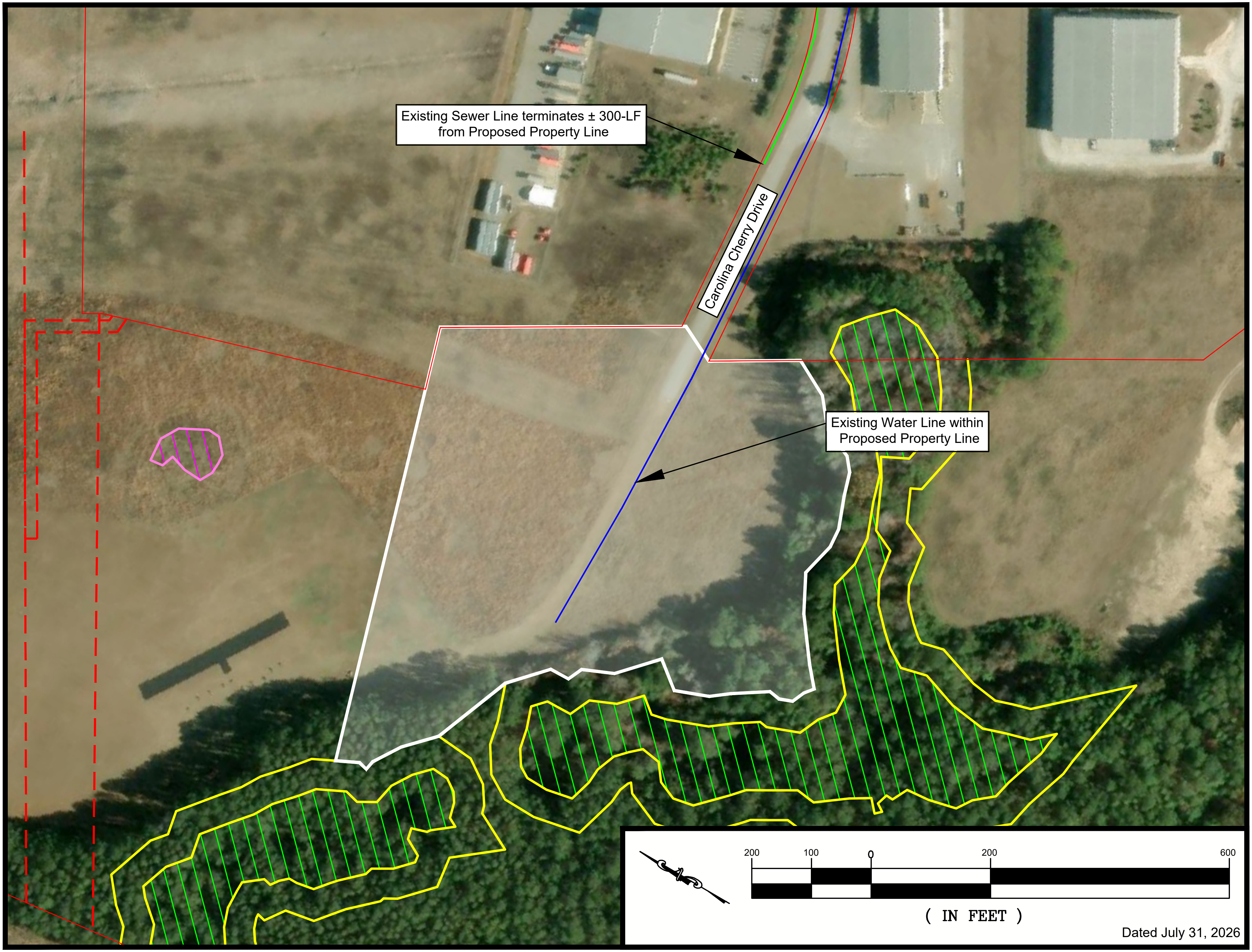
Six by Six Holdings, LLC

By: ______________________________ (SEAL)

Name: James Welch

Its: _______________________

Date: ____________________________________


Existing Sewer Line terminates ± 300-LF from Proposed Property Line
Carolina Cherry Drive
Existing Water Line within Proposed Property Line
200
100
0
200
600
(IN FEET)
Dated July 31, 2026

AGENDA ITEM #11

ADMININSTRATOR REPORT

OFFICE OF THE JASPER COUNTY ADMINISTRATOR

Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800

James "Jim" Iwanicki, P.E.
Interim County Administrator
jiwanicki@jaspercountysc.gov

Tisha L. Williams
Executive Assistant
tlwilliams@jaspercountysc.gov

SEPTEMBER 21, 2026 - COUNCIL MEETING

ADMINISTRATOR'S REPORT

1. Calendar Year 2026 Special Called Meetings and Workshops:
2. There are openings on the Board of Zoning Appeals (BZA).
3. There are openings on the Parks and Recreation Board.
4. Updated special meetings and workshop spreadsheet follows this report.

PROGRESS REPORT
September 1, 2026 – September 14, 2026

1. Held an in-person Team meeting with my direct reports on September 1.
2. Attended a virtual meeting with fiber company on 1% Transportation Sales Tax Projects on September 1.
3. September 1 discussed litigation cases with Mr. Harrill of Burr Foreman.
4. Had a meeting with the Treasurer to discuss an AI Phone Application on September 2.
5. September 2 attended the virtual meeting with SCA to get updates on projects.
6. September 3 met with SCDOT and Sheriff's office to discuss I-95 project.
7. September 4 had a virtual meeting with SCA, and Hardeeville on Project Bench.
8. September 4 attended and signed closing paperwork for our GO Bond.

Any miscellaneous correspondence, agendas, and minutes follow this report.

9. September 4 met with a survey firm to discuss county roads C-309, C-310, and C-311.
10. September 4 attended a meeting at the Airport to discuss Airport matters with staff and several Airport Advisory Committee members.
11. Held an in-person Team meeting with my direct reports on September 8.
12. Attended September 8 council meeting.
13. Attended September 9 council meeting.
14. Attended September 9 Airport Advisory Committee Meeting.
15. Held a punch list meeting with MBKahn on 112 Weathersbee Street Project on September 10.
16. Attended a Hardeeville Junior and Senior High Job Fair on September 10.
17. Met with a consulting firm to discuss the As Needed Engineering Services award on September 10.
18. September 11 discussed litigation cases with Mr. Nicholson of Burr Foreman.
19. September 11 met with Mr. Larson and Coosawhatchie Community Center advocatess.
20. September 11 met with Ms. Schurgot to follow up on her public comments.
21. September 11 setup agenda setting meeting for September 21 meeting.

Any miscellaneous correspondence, agendas, and minutes follow this report.

County Council
2026 Workshops

	Topic	Type of Meeting	With Council Meeting or Stand Alone	Day	Date	Time	Venue
1	Jasper Tellfair Development	workshop	w/ council meeting	Monday	1/5/2026	5:30pm	Council Chambers
2	Transfer of Custody - Detention Center	special meeting	stand alone	Monday	1/14/2026	4:00pm	Virtual
3	Jasper County Greenbelt Program	workshop	w/ council meeting	Monday	1/20/2026	5:00pm	Council Chambers
4	Business Items and Financial Retreat	special meeting	stand alone	Monday	1/26/2026	9:30pm	Council Chambers
5	Personnel Matters & AUP	executive session	stand alone	Monday	2/5/2026	2:00pm	Council Chambers
6	Intergovernmental Agreements	executive session	stand alone	Monday	2/9/2026	5:00pm	Hardeeville City Hall
7	Euhaw Overlay District	workshop	stand alone	Monday	3/23/2026	1:00pm	Council Chambers
8	Budget Workshop - Board of Elections	workshop	w/ council meeting	Monday	4/6/2026	4:00pm	Council Chambers
9	Shared Services Town of Ridgeland	executive session	stand alone	Wednesday	4/15/2026	4:00pm	Town of Ridgeland
10	Jasper Telfair PDD and Development Agreement	workshop	w/ council meeting	Monday	4/20/2026	4:00pm	Council Chambers
11	Shared Fire and EMS Services Hardeeville	special meeting	stand alone	Wednesday	5/5/2026	10:00am	Hardeeville City Hall
12	Budget Workshop - Clerk of Court & General Info	workshop	w/ council meeting	Monday	5/18/2026	4:00pm	Council Chambers
13	Shared Hardeeville Services & Budget Workshop	special meeting	stand alone	Wednesday	5/27/2026	10:00am	Council Chambers
14	School System Budget Workshop & Budget Workshop	workshop	w/ council meeting	Monday	6/1/2026	4:00pm	Hardeeville City Hall
15	Budget Workshop	workshop	stand alone	Wednesday	6/10/2026	3:00pm	Council Chambers
16	Budget Workshop	workshop	w/ council meeting	Monday	6/15/2026	4:00pm	Council Chambers
17	Budget Workshop	workshop	stand alone	Monday	6/22/2026	3:00pm	Council Chambers
18	Budget Workshop	special meeting	stand alone	Wednesday	6/24/2026	3:00pm	Council Chambers
19	Budget	special meeting	stand alone	Monday	6/29/2026	10:00am	Council Chambers
20	Employee Handbook Workshop	workshop	w/ council meeting	Monday	7/20/2026	5:00pm	Council Chambers
21	Animal Shelter Workshop	workshop	stand alone	Wednesday	7/22/2026	2:00pm	Council Chambers
22	Motorola Detension Center Workshop	workshop	stand alone	Tuesday	8/18/2026	4:00pm	zoom
23	Administrator Interviews	special meeting	stand alone	Wednesday	9/9/2026	3:30pm	Council Chambers
24	Administrator Interviews	special meeting	stand alone	Thursday	9/10/2026	11;00am	Council Chambers
25	Strategic Planning Session	workshop	stand alone	Thursday	9/17/2026	All Day	Palmetto Elec Ridgeland
26	Capital Improvement Workshop	workshop	stand alone	Monday	9/29/2026	4:00pm	Council Chambers
27	Fy 2028 Budget Planning Session	workshop	stand alone	Monday	9/29/2026	4:00pm	Council Chambers
28	Joint Meeting re: Economical Development	workshop	TBA	TBA	TBA	TBA	TBA
29	Cyber Security	workshop	TBA	TBA	TBA	TBA	TBA

Completed (green shading)

Budget Adoption Schedule

First Reading	***5/18/2025***
Public Hearing and Second Reading	***6/15/2026***
Third and final Reading	***6/29/2026***