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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, February 02, 2026, or sign in on the colored Public Hearing Sign-in Sheet outside the Council Chambers Doors before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

Agenda support (e-packet) can be found at:

<https://www.jaspercountysc.gov/government/council/county-council-agendas-e-packets-and-minutes/>

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



JASPER COUNTY COUNCIL
COUNCIL MEETING
Jasper County Clementa C. Pinckney Government Building
358 Third Ave., Ridgeland, SC. 29936
Monday, February 2, 2026
AGENDA

5:00 PM: Council Meeting

➤ Please silence your phones during the Meeting.

1. Call the Council 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. Approval of the Consent Agenda:

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.

CONSENT AGENDA ITEMS:

A) Approval of the Minutes of 08.25.2025

This is the end of the Consent Agenda Items.

5. Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice, where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – (1) Jasper County Animal Shelter; (2) Fee simple sale, 5 Acres of Real Estate Owned by Jasper County located in the Cypress Ridge Business Park to PLC Development

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.

Note: Please Be Advised, There May Be Votes Based on Items from the Executive Session.

Return to Open Session:

5A. 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.

6. PRESENTATIONS:

A) Kendall Malphrus, Executive Director – Presentation by Chamber of Commerce - Annual Update

B) Blakely Williams, Dominion Energy – Presentation of License Tax Credit Grant to Southern Carolina Alliance and Jasper County for \$75,000 for the construction of the new entrance road at the Sherwood Advanced Manufacturing Park

C) Earl Cooler – Jasper County SC250 Presentation

7. PROCLAMATIONS:

Andrew Fulghum – A Proclamation Proclaiming the first Friday and Saturday of May, starting in 2026, as “British Invasion Days” in commemoration and celebration of Jasper County’s role in the American Revolution.

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 three (3) minutes per person, and total public input will be limited to 30 minutes.

9. RESOLUTIONS

A) Andrew Fulghum – Consideration of Resolution **#R-2026-10** A Resolution of Jasper County Council to Approve and Adopt an Assessment Collection and Disbursement Agreement Among the Jasper County, Jasper County Treasurer, Jasper County Auditor, and the City of Hardeeville (Hilton Head Lakes West Improvement District); and Other Matters Related Thereto. *(This item was previously numbered R-2025-71 and was removed from the 12.15.2025 Agenda. This resolution number now replaces that for 2026)*

10. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

A) **Lisa Wagner** - Consideration of the 2nd Reading of Ordinance [#O-2026-03](#) Approving a Development Agreement by and between JH Hiers Construction, LLC., Hiers Pine Level, LLC. and Jasper County, Regarding Real Property Known as TMP # 052-00-03- 012, Consisting of Approximately 264.53 Acres, Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code of Ordinances of Jasper County, and Authorizing the Chairman of Jasper County Council to Execute said Development Agreement. (Pine Level DA) – (Public hearing and 1st reading 12.15.2025; Public Hearing and 2nd Reading Tabled on 01.05.2026)

Link to these documents: [Heirs DA](#)

B) **Lisa Wagner** – Consideration of 2nd Reading of an Ordinance [#O-2025-23](#) to amend the Official Zoning Map of Jasper County so as to transfer a property consisting of approximately 264.53 acres and bearing Jasper County Tax Map Number 052-00-03-012, from the Rural Preservation Zone to the Resource Extraction on the Jasper County Official Zoning Map; And Other Matters Relating Thereto (1st Reading July 21, 2025 and Public Hearing August 18, 2025 2nd Reading tabled; 2nd Reading 01.05.2025 Tabled)

C) **Eric Larson** – Consideration of the 1st Reading of an Ordinance establishing the Jasper County Greenbelt Program as mandated in the 2024 Referendum on Transportation Sales and Use Tax within Jasper County.

D) **Eric Larson** – Consideration of the 1st Reading of an Ordinance to Authorize Jasper County to Convey, through a Fee Simple Sale, 5 Acres of Real Estate owned by Jasper County located in the Cypress Ridge Business Park to PLC Development.

E) **Eric Larson** – Consideration of the 1st Reading of an Ordinance to Authorize Jasper County to Convey, through a Donation, Real Estate Owned by Jasper County located at 2547 Argent Blvd., Hardeeville to Beaufort Jasper Housing Trust, Inc. (This item was removed from the 01.20.2026 agenda)

F) **Andrew Fulghum** – Consideration of the 2nd Reading of Ordinance [#O-2026-06](#) of Jasper County Council Approving the Transfer of Custody, Management and Operation of the Jasper County Detention Center to the Jasper County Sheriff Pursuant to S.C. Code § Ann. 24-5-12, and Other Matters Related Thereto. (1st reading – Title Only on 01.20.2026)

G) **Lisa Wagner** – Consideration of the 1st Reading of an Ordinance of Jasper County Council to amend the Official Zoning Map of Jasper County so as to transfer three (3) properties located along Grays Highway, 1) bearing Jasper County Tax Map Number 062-20-01-002 consisting of 0.60 acres from the Residential Zone to the Industrial Development Zone; and 2) bearing Jasper County Tax Map Number 062-20-01-006 consisting of 1.20 acres from the Residential Zone to the Industrial Development Zone; and 3) bearing Jasper County Tax Map Number 062-21-01-002 consisting of 2.74

acres from the Residential Zone to the Industrial Development Zone on the Jasper County Official Zoning Map. (Property owned by Jasper County) Link to these documents: [Ridgeland Claude Dean Airport Re-zoning](#)

H) **Lisa Wagner** - Consideration of **3rd Reading of Ordinance #O-2026-05** to amend Article 10 of the Jasper County Land Development Regulations, Stormwater Management, Section 10.2.B, Applicability and Exemptions, to provide a conditional exemption for new development of commercial sites located in a major subdivision that was previously approved and for which the stormwater infrastructure has been constructed; And Other Matters Relating Thereto.

(1st reading 01.05.2026; Public Hearing and 2nd reading 01.20.2026; Please note: This ordinance was erroneously numbered as O-2026-03 (instead of O-2026-05) on the 01.20.2026 agenda)

11. Administrator's Report

12. Councilmember Comments and Discussion

13. 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.

CONSENT AGENDA

ITEM # 4A



JASPER COUNTY COUNCIL
SPECIAL CALLED MEETING
Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Monday, August 25, 2025
Minutes

Officials Present: Chairman John Kemp, Councilman Joseph Arzillo, Councilman Chris VanGeison and Councilman Gene Ceccarelli. **Absent:** Vice Chairman Joey Rowell

Staff Present: County Administrator Andrew Fulghum, Kimberly Burgess, Lisa Wagner, James Iwanicki, Chief Russell Wells, and Videographer Jonathan Dunham.

1. Call to Order of the Jasper County Council Meeting by Chairman Kemp

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

2. Executive Session SECTION 30-4-70.

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

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

[**Class Action Regarding Ultra Processed Foods–Litigation; Litigation Update; Southern Health Partners Inc.; Tax Map #s 087-00-05-009, 087-00-05-008, 063-27-02-002, and 063-16-14-001**](#)

Motion to go into executive session: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS. PLEASE BE ADVISED THERE MAY BE VOTES AND ACTIONS TAKEN BASED ON ITEMS DISCUSSED IN EXECUTIVE SESSION.

Return to Open Session:

Motion to return to regular session: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

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

- There was no action that came out of the Executive Session.

3. Pledge to the Flag and Invocation

The Pledge to the Flag was led by the Chairman, and the Invocation was given by Councilman VanGeison.

4. Approval of Agenda

Motion to approve with the addition of Item # 13 - Adjourn: Councilman VanGeison

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

5. Approval of the minutes of 04.28.2025

Motion to approve: Councilman VanGeison

Second: Councilman Arzillo

Vote:

Councilman VanGeison – Yes

Councilman Arzillo – Yes

Chairman Kemp – Yes

Councilman Ceccarelli - Abstained

The motion passed.

6. Jim Iwanicki and Kate Schaefer: Presentation of Transportation Sales Tax Programs: Roads and Greenbelt

Jim Iwanicki and Kate Schaefer were present to address this request and discuss it for Council. Ms. Kate Schaefer, Director of Land Protection for the Open Land Trust, presented the Green Belt program, funded by the sales tax. She noted that the program supported growth management by proactively protecting land to safeguard water quality, farmland, and forest land, and by providing public access for recreation. She mentioned that the process will use a competitive application system. Applicants may include land trusts, state agencies, towns, or counties. The Council will ultimately vote on funding. Due diligence will involve appraisals, surveys, and a scoring rubric for objective quantitative review. The Sales Tax Committee recommended adopting the Conservation Bank priority map. The program aims to use local funds as seed money to leverage outside funding, such as from the State Conservation Bank or the Department of Defense, to maximize resource efficiency. She noted that Land can be protected through: (1) Conservation Easements; (2) Fee Simple Ownership and explained these two options. The importance of expanding public access to water and boat landings was emphasized as a key opportunity for the Green Belt program. The

next steps (for Green Belt) were noted, and it was noted that staff recommended hiring an independent third party to handle the initial application review and ranking. The Transportation Sales Tax Advisory Committee will also serve as the Green Belt Committee. Council needs to adopt an ordinance establishing the program parameters, application process, and priority map. For more information on this presentation, go to our video at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA .

7. [Andrew Fulghum – Public Hearing](#) and consideration of a Resolution [#R-2025-49](#) To Authorize the Jasper County Administrator to Execute a Surrender of Premises, Equipment Use, Transfer and Transition Agreement with its First Addendum by and between Jasper County, Jasper County Sheriff, and Jasper Animal Rescue Mission Regarding Animal Services and Related Matters.

This item was for public hearing only. When the public hearing was opened, there were two people signed up to speak. Ms. Patricia Hicks Dupont spoke about her concerns to the Council. Mr. Webber also signed up to speak, but did not. No action was taken because this was a public hearing.

8. [Chairman Kemp – Consideration of Resolution #R-2025-53](#) a resolution of the Jasper County Council Declaring the Hardeeville District Appointed Position at the County Airport Commission to be Vacant.

Motion to approve: Councilman Arzillo

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

9. [Chairman Kemp – Consideration of Resolution #R-2025-54](#) a resolution of the Jasper County Council Declaring the Jasper County At-Large Appointed Position at the Lowcountry Council of Governments to be Vacant.

Motion to approve: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

10. [Chairman Kemp – Consideration of Resolution #R-2025-55](#) a resolution of the Jasper County Council to Appoint Mr. Chad Scott to fill the Hardeeville District Appointed Position at the County Airport Commission.

Chairman Kemp noted that each Council Member appoints one member to the Airport Commission.

Motion to approve: Councilman

Second: Councilman

Vote: Unanimous

The motion passed.

11. [Chairman Kemp – Consideration of the 3rd Reading](#) of Ordinance [#O-2025-19](#) to amend and add a New Subsection to the Jasper County SC Code of Ordinances, Chapter 26 Taxation, Article 1 in General ([1st Reading 07.21.2025; Public Hearing and 2nd Reading 07.21.2025](#))

Chairman Kemp reviewed and discussed this ordinance request for the 3rd Reading of Ordinance #O-2025-19 to amend and add a New Subsection to the Jasper County SC Code of Ordinances, Chapter 26 Taxation, Article 1 in General.

Motion to approve: Councilman Ceccarelli

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

12. Chairman Kemp – Consideration of Resolution #R-2025-56 a Resolution of the Jasper County Council for Tri-Share.

Motion to approve: Councilman Ceccarelli. There was no second to this motion. The motion failed due to the lack of a second at this time.

13. Adjourn

Motion to adjourn: Councilman VanGeison

Second: Councilman Arzillo

Vote: Unanimous

The motion passed, and the meeting adjourned.

For more information on this meeting, please visit our YouTube Channel for the video at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA. Closed captions are also available for all of our County Council videos. Just click the "CC" button to follow along.

The motion passed, and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

W.J. Rowell III
Chairman

AGENDA

ITEM # 6A

Kendall Malphrus, Executive Director -
Presentation by the Chamber of Commerce -
Annual Update

**There was no information for this item
provided for the agenda e-packet**

AGENDA

ITEM # 6B



December 17, 2025

Mr. Jason Semple
Southern Carolina Regional Development Alliance
201 Lee Avenue
Hampton, SC 29924

Dear Jason,

Dominion Energy South Carolina (DESC) is pleased to present this check for \$75,000 to Southern Carolina Regional Development Alliance on behalf of Hampton County, South Carolina.

This grant is specifically designated for qualified expenditures as outlined under the Credit Against License Tax for Utilities (Section 12-20-105 of the South Carolina Code of Laws) and further specified to offset costs associated with construction costs to assist with construction of road infrastructure through the Southern Carolina Industrial Park in Hampton County. Please note that neither Hampton County or Southern Carolina Regional Development Alliance may not alter the purpose of these funds to another park, project or use without first acquiring approval from DESC.

The grant will be administered through Southern Carolina Regional Development Alliance and will be paid to the Southern Carolina Regional Development Alliance as reimbursement upon demonstration of eligible expenditures. Please ensure that these funds are provided promptly upon request to the appropriate entity. We also request this check be deposited as soon as possible but no later than the end of the calendar year.

Please note we will annually seek a written status update on the infrastructure improvements as well as expenditure of the grant funds as part of our internal record-keeping and fiscal reporting in the future. These updates are required by statute and will be requested until all the funds have been expended.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Blakely Williams".

Blakely Williams
Economic Development and Local Government Manager

CC: Lavar Youmans, Hampton County
CC: McCain Kerr, Southern Carolina Regional Development Alliance



PO Box 25459
Richmond, VA 23260-5459

PAGE: 1 of 1

DATE: December 12, 2025
Document Number: 20000322831320
CHECK NUMBER: 066023
AMOUNT PAID: \$150,000.00

DEB00H 52917 CX1 38 25346 - 0000066023 NNNNNNNNNNNN 3945100002201 X69741 C
SOUTHERN CAROLINA REGIONAL
DEVELOPMENT ALLIANCE
SOUTHERN CAROLINA ALLIANCE
201 LEE AVE
HAMPTON SC 29924



Vendor Number: 300240178

Want to receive your payment faster? Payment via A Dominion Virtual Credit Card or via ACH direct deposit is the fastest way to go! No more mailing delays or lost checks. Payments are sent electronically and are deposited directly into your bank account. To enroll, visit our website at: <https://www.dominionenergy.com/suppliers/active-suppliers/payment-plans> or call the Dominion AP Dept. (804)771-6200.

| Invoice Date | Invoice Number | Purchase Order | Description | Gross Amount | Discount | Net Amount |
|--------------|----------------|----------------|-----------------------------------------------------|---------------------|---------------|---------------------|
| 12/08/25 | 494 | | UTC Grant 494 - Hampton County SCIC Road Infra | \$75,000.00 | \$0.00 | \$75,000.00 |
| 12/08/25 | 495 | | UTC Grant 495 Jasper - Sherwood Mfg Park entr rd | \$75,000.00 | \$0.00 | \$75,000.00 |
| | | | TOTALS | \$150,000.00 | \$0.00 | \$150,000.00 |

PLEASE DETACH BEFORE DEPOSITING CHECK.



CHECK
NUMBER 066023

50-937
213

December 12, 2025

*** VOID AFTER 90 DAYS ***

PAY
TO THE
ORDER OF:
SOUTHERN CAROLINA REGIONAL
DEVELOPMENT ALLIANCE
201 LEE AVE
HAMPTON, SC 29924

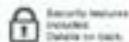
Vendor Number: 300240178

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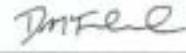
CHECK AMOUNT

\$150,000.00

EXACTLY *****150,000 DOLLARS AND 00 CENTS



JPMORGAN CHASE BANK, N.A.
Syracuse, NY
Dominion Energy
South Carolina, Inc.


Authorized Signature

066023 10213093791

5503957991

AGENDA

ITEM # 6C

Get Revolutionary for 2026

2026 is the 250th anniversary of the signing of the Declaration of Independence, marking 250 years of freedom. The celebration and commemoration, at a national, state, and county level, will involve a host of festivities, activities, and opportunities to engage and be a part, with the main event occurring on July 4th, 2026.

The Jasper County 250 Committee, in concert with the South Carolina 250 Commission and America 250, are geared up to “get revolutionary” in 2026.

South Carolina played a pivotal role in winning America’s independence from Britain. There were more than 400 battles, skirmishes, and events across South Carolina during the American Revolution. There are dozens of historical markers, museums, and homes dedicated to the Revolutionary era. It has been said that while the Revolution may have begun in Massachusetts in April of 1775, and ended with Cornwallis’ surrender in Virginia, the war was won in SC.

And Jasper County certainly had its own contributions to the cause of American Independence . In early 1776, 37 patriots, known as the “Euhaws Volunteers”, dispatched from present day Jasper County and joined a successful patriot campaign to defend the Beaufort District and nearby Savannah against British occupation. A short time later, their neighbor, Captain Thomas Heyward, Jr. was pulled away from his duties with the Charleston Artillery to serve as a SC delegate to the Second Continental Congress in Philadelphia, where in July 1776 he, along with 55 others, signed the Declaration of Independence.

Since the great patriot victory at Sullivans Island in the Spring of 1776, South Carolina was relatively peaceful for nearly three years. But on the night of April 28th, 1779, with their sights set on Charleston, a British force under the command of General Augustine Prevost crossed the Savannah River near Purrysburg, invading present day Jasper County and surprising a small patriot militia stationed there. Prevost’s army proceeded to march across Jasper County by way of Old House and on to Coosawhatchie where on May 3, 1779,

Get Revolutionary for 2026

they were met by a patriot militia force under the command of Lt. John Laurens and the Battle of Coosawhatchie ensued.

The Prevost Invasion of Jasper County and the Beaufort District was devastating to this area and its people. The *South Carolina Gazette* called it an act of wanton destruction—assaulting women and children, burning houses, killing livestock, and carrying off large numbers of the enslaved.

While the patriot resistance at Purrysburg and Coosawhatchie did not end in American victories, they were testament to the courageous perseverance and resilience of our local patriots who helped chip away at a larger British army. Prevost never made it to Charleston.

There is a stone monument in Arlington National Cemetery upon which is etched a profound description of the sacrifice, valor, and courage of our founding leaders as exemplified by our own Thomas Heyward, Jr....

It states: “by signing the Declaration of Independence the 56 Americans pledged their fortunes and their sacred honor. It was not an idle pledge.....Nine signers died of wounds during the Revolutionary War, five were captured or imprisoned, wives and children were killed, jailed, mistreated, or left penniless. 12 signers houses were burned to the ground. 17 lost everything they owned.

No signer defected---their honor, like their nation, remained intact.

The goal of the Jasper County 250 Committee for 2026 is to engage all Jasper County citizens, neighbors, and visitors in a historical commemoration, encouraging reflection on our historical ideals, and celebrating and promoting South Carolina’s vital role in the American Revolution and the stories of all people who lived through this momentous era, lest we forget.

We hope that our citizens, organizations, businesses, youth leaders, teachers, and parents will get involved. For more information about Jasper’s

Get Revolutionary for 2026

role in the American Revolution as well as current commemoration and celebratory efforts underway just go to Jasper250.com. If you are interested in volunteering or receiving additional information, email the Jasper County 250 Committee at JasperCounty250@gmail.com.

Please join us and let's get Revolutionary for 2026.

AGENDA

ITEM # 7

PROCLAMATION

Whereas, it is important during 250th anniversary of America's founding to commemorate and celebrate Jasper County's role in the American Revolution.

Whereas, Jasper County is the birthplace and final resting place of Thomas Heyward, Jr., signer of the Declaration of Independence, Founding Father, and patriot militia leader.

Whereas, Jasper County's Euhaws District, known for its "Euhaws Volunteers" militia, has been described as the most ardently patriotic section of the Beaufort District during the Revolutionary period.

Whereas, during Prevost's Invasion of present-day Jasper County in the Spring of 1779, patriots mounted resistance to a British force of 2,500 soldiers under the command of General Augustine Prevost, who were attempting to march to Charleston.

Whereas, this invasion had a devastating and destructive impact on present day Jasper County and its inhabitants including women, children, and the enslaved.

Whereas, on April 29, 1779, this invasion began when the British crossed the Savannah River from Georgia and made a surprise attack on patriot militia staged at Purrysburg.

Whereas, this invading force marched its way across present day Jasper County by way of Heyward's Landing at Old House and on to Coosawhatchie where it met further resistance by a patriot militia force under the command of Lt. Colonel John Laurens and the Battle of Coosawhatchie ensued on May 3, 1779.

Now therefore be it resolved* that the Jasper County Council does hereby proclaim the first Friday and Saturday of each May, starting in 2026, as "British Invasion Days***", in commemoration and celebration of Jasper County's Role in the American Revolution. Let it be known on this 2nd day of February, 2026 that this proclamation has been adopted by the Jasper County Council duly assembled.**

W. J. Rowell III, Chairman

(Seal)

AGENDA

ITEM # 8

Citizen Comments

AGENDA

ITEM # 9A

STATE OF SOUTH CAROLINA
JASPER COUNTY

RESOLUTION NO. - **R-2026-10**

A RESOLUTION OF JASPER COUNTY COUNCIL TO APPROVE AND ADOPT AN ASSESSMENT COLLECTION AND DISBURSEMENT AGREEMENT AMONG THE JASPER COUNTY, JASPER COUNTY TREASURER, JASPER COUNTY AUDITOR, AND THE CITY OF HARDEEVILLE (HILTON HEAD LAKES WEST IMPROVEMENT DISTRICT); AND OTHER MATTERS RELATED THERETO

WHEREAS, counties and municipalities are authorized to enter into contractual intergovernmental agreements by S.C. Ann § 4-9-40; and

WHEREAS, § 6-1-20 of the Code of Laws of South Carolina 1976, as amended, provides that local governments, including counties, municipalities and special service districts, may enter into contractual agreements with each other to provide joint public facilities and services when considered mutually desirable, and for the governing body of each local government entering into such agreements for joint public to approve the contractual agreement and be parties thereto; and

WHEREAS, as more particularly detailed in the attached “Assessment Collection and Disbursement Agreement”, the City of Hardeeville, South Carolina (the “City”) has created the “Hilton Head Lakes West Improvement District” (the “MID”), a Municipal Improvement District created under the Municipal Improvement District Act of 1999, codified at Title 5, Chapter 37 of the Code of Laws of South Carolina 1976, as amended (the “MID Act”), that allows for the creation and imposition of assessments against properties within the MID, which are to be billed and collected in the same manner as *ad valorem* taxes (“Assessments”); and

WHEREAS, similar to the arrangement between the City and the County for other City-created municipal improvement districts under the MID Act, the City desires that the County bill and collect the Assessments on an annual basis, and transfer such Assessments to the City; and

WHEREAS, the County, through its Assessor and Delinquent Tax Collector, and the County Auditor and the County Treasurer, have the authority and consistent with prior agreements to collect *ad valorem* property taxes, fees, and assessments, are willing to provide for and implement the billing, collection, and disbursement (as applicable) of the Assessments in the MID under the terms of that certain Assessment Collection and Disbursement Agreement (Hilton Head Lakes West Improvement District), the form of which is attached hereto as Exhibit A (the “Collection Agreement”); and.

NOW THEREFORE BE IT RESOLVED, by Jasper County Council in a meeting duly assembled and by the authority of the same, as follows:

Section 1: The Jasper County Council ratifies and confirms the findings described above.

Section 2: The Collection Agreement, the form of which is attached hereto as Exhibit A and incorporated herein by reference, providing for the terms and conditions by which the County, the County Auditor and the County Treasurer will levy and collect the Assessments, is authorized and approved. The County Administrator of Jasper County is authorized to execute, and the Clerk to Council to attest the execution of the Collection Agreement. Similarly, the County Auditor and the County Treasurer are authorized to execute, with necessary witnesses to attest the same, the Collection Agreement. Upon execution and attestation by the foregoing parties, the County Administrator, on behalf of the County, the County Treasurer and the County Auditor, shall deliver the same to the City. In connection with the foregoing authority to execute and deliver the Collection Agreement, the County Administrator, County Auditor and County Treasurer, respectively and as applicable, with the assistance or advice of legal counsel, are further authorized to approve such non-substantial changes in the form, terms, and provisions to the Assessment Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby, so long as such changes do not materially and adversely affect the rights of the County thereunder.

Section 3 In connection with the execution and delivery of the Collection Agreement, the County Administrator, County Treasurer and County Auditor, respectfully, are additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as they (collectively or individually) shall deem necessary or advisable in order to carry out the transactions contemplated by this Resolution or the Collection Agreement. Any actions previously undertaken by the County Administrator, County Treasurer and County Auditor, Jasper County Council or County staff in connection with the execution and delivery of the Collection Agreement prior to the enactment of this Resolution are ratified and confirmed.

Section 4 If any one or more of the provisions of this Resolution 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 Resolution.

Section 5 Nothing in this Resolution 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 Resolution.

Section 6 All resolutions or parts of any resolutions inconsistent or in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict or inconsistency.

Section 7 This Resolution made effective as of the date hereof, and the Collection Agreement shall be effective upon the full execution and delivery of the same by the County and all counterparties thereto.

DONE, RATIFIED AND ADOPTED this ____ day of February 2026.

(SEAL)

W. J. Rowell III, Chairman
County Council of Jasper County, South Carolina

Attest:

Wanda H. Giles,
Clerk to County Council

Resolution R-2026-10
Adopted: February 2, 2026

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

Pope Flynn, LLC

Date

Exhibit A

Copy of Assessment Collection and Disbursement Agreement
(Hilton Head Lakes West Improvement District)

ASSESSMENT COLLECTION AND DISBURSEMENT AGREEMENT
(Hilton Head Lakes West Improvement District)

THIS ASSESSMENT COLLECTION AND DISBURSEMENT AGREEMENT (this “*Agreement*”), made and entered into this _____ day of _____, 2025 by and between **CITY OF HARDEEVILLE, SOUTH CAROLINA**, a perpetual body politic and corporate and a political subdivision organized and existing under the laws of the State of South Carolina (the “*City*”), **JASPER COUNTY**, a perpetual body politic and corporate and a political subdivision organized and existing under the laws of the State of South Carolina (“*Jasper County*”), the **JASPER COUNTY AUDITOR** (the “*County Auditor*”) and the **JASPER COUNTY TREASURER** (the “*County Treasurer*”). Jasper County, the County Auditor, and the County Treasurer are hereinafter collectively referred to as the “*County*.” The City, Jasper County, the County Auditor, and the County Treasurer are sometimes referred to individually as a “*Party*” and together as the “*Parties*” as the context may require.

RECITALS

1. Pursuant to the Municipal Improvements Act of 1999, codified at Title 5, Chapter 37 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”), the City is authorized to acquire, own, construct, improve, expand, operate, maintain, sell, lease, and otherwise dispose of any “improvement” (as defined in the Municipal Improvements Act), and to finance any of the foregoing relating to such improvement, in whole or in part, by the imposition of certain assessments in accordance with the Act, by the issuance of bonds, or from other sources as provided in the Act.

2. Pursuant to Ordinance No. 2025-10-02C (the “*Initial MID Creation Ordinance*”) enacted on October 16, 2025 by the City Council of the City of Hardeeville (the “*City Council*”), the “governing body” (within the meaning of the Act) of the City, the City created the Hilton Head Lakes West Tract Improvement District (the “*Improvement District*”) currently comprised of the real property described on **Exhibit A** attached hereto (the “*District Property*”) and authorized the financing of the cost of certain public improvements within or benefiting the Improvement District (as are specifically described in the MID Creation Ordinance, the “*Improvements*”) through the imposition of “assessments” (within the meaning of Section 5-37-20(1) of the Act) upon real property in the Improvement District (“*Assessments*”) and the issuance of assessment revenue bonds of the City (the “*Bonds*”), secured by and to be serviced from the Assessments (together with any other sources pledged to secure and service such Bonds).

3. Pursuant to Ordinance No. 2025-10-16C enacted by the City Council on November 6, 2025 (as amended and supplemented from time to time, the “*Bond Ordinance*”), the City has approved a Master Trust Indenture (the “*Master Indenture*”) between the City and U.S. Bank Trust Company, as Trustee (the “*Trustee*”), and a First Supplemental Trust Indenture between the City and the Trustee, pursuant to which, the City Council anticipates issuing Bonds for the purpose of financing the acquisition of the Improvements.

4. In connection with the establishment of the Improvement District and the imposition of Assessments upon the District Property, the City has caused to be prepared the basis and methodology of the Assessments, as set forth in the Hilton Head Lakes West Tract Improvement District - Master Special Assessment Methodology Report, dated August 13, 2025 (the “**Master Assessment Methodology**”). Initially, the City has further caused to be prepared two separate assessment rolls relating to the Assessments, Assessment A and Assessment B, wherein there have been entered the names of the persons whose properties are to be assessed, the amount assessed against the respective properties, and a brief description of the parcels of land to be assessed (together the “**Assessment Rolls**”), which are attached as Exhibits to the Master Assessment Methodology. The Assessment Rolls were approved by Ordinance No. 2025-10-02D enacted by the City Council on October 16, 2025 (the “**Initial Assessment Roll Ordinance**”).

5. On January 22, 2026, the City Council enacted Ordinance No. 2026-1-8A (the “**Amended MID Creation Ordinance**”), the terms of which [amended/amended and restated the Initial MID Creation Ordinance. Under the Amended MID Creation Ordinance, Improvements shall be funded or financed with funds generated solely from the imposition of an Assessment A and that no Assessment B shall be imposed upon the property located within the Improvement District. The City Council also enacted Ordinance No. 2026-1-8B, on January 22 2026, which amended the Initial Assessment Roll Ordinance by removing Assessment B from the Assessment Rolls. As a result of the amendment, the term “Assessment Rolls” only encompasses the Assessment A, and the term “Assessments” only refers to Assessment A.

6. The City desires that the County bill and collect the Assessments on an annual basis, and transfer such Assessments to the City, in accordance with the terms and conditions of this Agreement.

7. § 6-1-20 of the Code of Laws of South Carolina 1976, as amended, provides that local governments, including counties, municipalities, and special service districts, may enter into contractual agreements with each other to provide joint public facilities and services when considered mutually desirable, and for the governing body of each local government entering into such agreements for joint public facilities and services to approve the contractual agreement and be parties thereto.

8. § 5-7-300 (D) of the Code of Laws of South Carolina 1976, as amended, provides:

A municipality may contract with the county for the collection of municipal taxes or for the collection of delinquent municipal taxes upon terms and conditions mutually agreeable to both the municipality and the county. If a municipality contracts with a county for collection of municipal taxes or delinquent municipal taxes, the provisions of state law that prescribe the procedure for collection of property taxes by counties must be followed. A delinquent tax sale for the purpose of collecting municipal taxes and held in conjunction with a delinquent tax sale for

the purpose of collecting county taxes may take place at the public place in the county that is designated by the county.

9. § 12-51-170 of the Code of Laws of South Carolina 1976, as amended, provides:

A county and municipality may contract for the collection of municipal taxes by the county. When by contract a tax due a municipality is to be collected by the county, the provisions of this chapter are exercisable by the county official charged with the collection of the delinquent taxes. He may employ, appoint, or designate others to perform or carry out the provisions of the chapter;

10. The County, through its Assessor (the “*County Assessor*”), the County Auditor, the County Treasurer, and the County Delinquent Tax Collector (the “*Delinquent Tax Collector*”), has the authority, by virtue of statutes, ordinances, prior agreements and this Agreement to collect *ad valorem* property taxes, fees, and assessments imposed upon the District Property and the County, through such parties, is willing to provide for and implement the billing, collection, and disbursement (as applicable) of the Assessments in the Improvement District pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

IMPOSITION OF ASSESSMENTS

Section 1.1 Assessment Rolls. The City shall update the Assessment Rolls at least annually based on calculations provided by the District Administrator (as defined in the Master Indenture) in accordance with the Master Assessment Methodology. By no later than the first Friday following the third Thursday of July of each year (or such later date upon which the Parties shall mutually agree), the City shall provide the updated billing calculation for the Assessments (the “*Annual Assessment Billing File*”), which includes the tax identification, tax map or TMS number and amount of Assessments due for each parcel, to the County Auditor (and, if requested by Jasper County or the County Auditor, the County Assessor) setting forth the Assessments that are to be billed with respect to each parcel of District Property and included on the annual real property tax bills issued by the County Auditor for collection by the County Treasurer, and, if delinquent, the Delinquent Tax Collector. The Annual Assessment Billing File shall be in an Excel spreadsheet format (or such other format as may be agreed upon by the Parties) and may be sent to the County Auditor (and the County Assessor, if so requested by Jasper County or the County Auditor) in either hard copy or electronic form.

Section 1.2 Imposition of Assessments. The County Auditor shall include the Assessments, in the amounts set forth on the Annual Assessment Billing File, as a separate line item on the annual real property tax bill for each of the parcels listed on the Annual Assessment Billing File.

Section 1.3 Materials and Information Provided. The Parties agree that the materials and information to be provided by the City with respect to this Agreement shall consist of the Annual Assessment Billing File, as more fully provided in Section 1.1 above. In addition, the City shall provide to the County Auditor (and the County Assessor, if requested by Jasper County or the County Auditor) and County Treasurer all information, records, or materials needed by Jasper County, the County Auditor or County Treasurer for the effective and accurate billing, collection, and disbursement of the Assessments.

ARTICLE II

COLLECTION OF ASSESSMENTS

Section 2.1 Manner of Collection. The County Treasurer shall collect Assessments in the same manner and on the same basis in which the County Treasurer is authorized and directed to collect *ad valorem* real property taxes and other assessments up to and including the sale of any such parcel at a tax sale by the Delinquent Tax Collector and shall impose penalties and interest on delinquent Assessments in the same manner penalties and interest are imposed on delinquent *ad valorem* real property taxes, as more fully provided in Title 12, Chapter 45 of the Code of Laws of South Carolina 1976, as amended. The County Treasurer shall collect the Assessments with respect to each parcel of District Property in the full amount shown on the property tax bills issued by the County Auditor, plus any penalties and/or interest imposed in connection with delinquent Assessments. It is understood by the Parties that the Assessments are subject to prepayment by the owners of District Property and that such prepayments shall be made to the City, and, pursuant to Section 6.02 of the Master Indenture, the City shall promptly pay the amount so received to the Trustee for deposit and use in accordance with the terms of Section 6.02 of the Master Indenture. The City shall report promptly any such prepayment to the District Administrator.

Section 2.2 Disbursement of Assessments Collected. Subject to the provisions of § 12-51-80 of the Code of Laws of South Carolina, 1976, as amended, regarding settlement after tax sales, the County Treasurer shall, during the term of this Agreement, disburse to the City all Assessments proceeds in the County Treasurer's possession on or before the end of the month following the month of collection, e.g., January collections will be disbursed prior to the end of February, during the term of this Agreement. Any late fees, penalties or costs regarding an Assessment shall be distributed in the same manner as late fees, penalties or costs are distributed by the County Treasurer under the agreement to collect taxes between the City and County.

Section 2.3 Reporting. The County Treasurer shall include with each disbursement pursuant to Section 2.2 above a report in the form produced by the County Treasurer's software

reporting format in effect at the time of such disbursement (the “Assessment Report Form”) including at a minimum (1) the tax identification, tax map or TMS number of each parcel of District Property subject to an Assessment; and (2) the status of the Assessment on each parcel as paid or unpaid. The Assessment Report Form shall be in an Excel spreadsheet format (or such other format as may be agreed upon by the Parties) and may be sent to the City in either hard copy or electronic form.

Section 2.4 Delinquent Assessments. The Parties agree the Delinquent Tax Office of Jasper County has the responsibility to collect unpaid or delinquent Assessments, and any interest and/or penalties imposed in connection with such delinquent Assessments (as provided in Section 2.1 above), in the same manner in which the County Treasurer is authorized and directed to collect property taxes, fees, and other assessments, including public auction pursuant to Title 12, Chapter 51 of the Code of Laws of South Carolina 1976, as amended, with any late fees, penalties or costs regarding an Assessment distributed in the same manner as late fees, penalties or costs are distributed by the County Treasurer under the agreement to collect taxes and assessments between the City and County.

Section 2.5 Administrative Costs. The City agrees to reimburse Jasper County, the County Treasurer and County Auditor for all out-of-pocket costs and expenses incurred by such Parties in connection with the performance of their respective duties and obligations hereunder, including, without limitation, the costs of having third party vendors perform such duties and obligations on their behalf, documented employee costs, and legal fees. In order to obtain such reimbursement, Jasper County, the County Treasurer, and the County Auditor will provide a written request to the City, containing such invoices or other evidence of incurrence of such costs and expenses as shall be deemed satisfactory by the City. Any such request shall be made on or before July 31 of each calendar year and shall include costs and expenses incurred by each such Party during the prior fiscal year ended June 30. The City shall include such amounts in the Assessments to be billed pursuant to the Annual Assessment Billing File to be provided to the County pursuant to Article I of this Agreement and shall pay such reimbursements to the applicable Party no later than April 30 of the following calendar year.

Notwithstanding any provision to the contrary herein, the Parties acknowledge and agree that the City shall only make such reimbursements from Assessments collected with respect to District Property, and the City shall not be required to make such reimbursements from any other source of funds.

ARTICLE III

AMENDMENT; TERM AND TERMINATION

Section 3.1 Amendment. This Agreement may be amended by mutual written consent of the City, Jasper County, the County Treasurer, and the County Auditor.

Section 3.2 Term and Termination. This Agreement shall be effective as of the date of this Agreement and shall expire upon the occurrence of (a) the earlier of (i) payment in full of all amounts due and owing with respect to any Bonds secured by the Assessments or (ii) when the Improvement District is terminated under the Act and (b) no further Assessment with respect to the District Property remains to be billed and collected. Each of the parties shall have the unilateral right, in its sole discretion, to terminate this Agreement by delivering to the other parties written notice of such termination on or before July 1 of each year. In the event of termination, the responsibility for collection of delinquent City taxes or Assessments shall be limited to those delinquent taxes and Assessments for the years in which this Agreement was in effect, with responsibility for collecting Assessments for the tax year in which the termination notice was given remaining with the County, unless otherwise agreed.

Section 3.3 Incorporation. It is acknowledged that the Parties are engaged in discussions regarding a formalization in writing of the current unwritten informal agreement to collect taxes and assessments between the County and the City, which contemplates the addition from time to time of additional municipal improvement districts, tax increment finance districts, or other particular assessment collection responsibilities as may be authorized by statute to be collected in the same manner as *ad valorem* taxes; it is understood and agreed that the terms and conditions of this Agreement will be adopted and incorporated by reference into such new agreement to collect taxes and assessments, but that absent further amendment as provided in Section 3.1 above, the terms and conditions hereof will remain unchanged as to the assessment charges and procedures.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Notice. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

(a) As to the City:

City of Hardeeville
Attention: City Manager
205 Main Street
Hardeeville, South Carolina 29927

With a copy to

MuniCap, Inc.
8965 Guilford Road, Suite 210
Columbia, Maryland 21046
Attention: Keenan Rice

(b) As to the County Auditor

Jasper County Auditor
POB 807
Ridgeland, South Carolina 29936

(c) As to the County Treasurer

Jasper County Treasurer
POB 722
Ridgeland, South Carolina 29936

(d) As to Jasper County

Jasper County Administrator
POB 1149
Ridgeland, South Carolina 29936

With a copy to

Jasper County Attorney
POB 420
Ridgeland, South Carolina 29936

Section 4.2 Entire Agreement. This Agreement constitutes the entire Agreement of the Parties hereto with respect to the subject matter hereof.

Section 4.3 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define, or expand the content thereof.

Section 4.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Section 4.5 Severability. If any section, subsection paragraph, sentence, clause or phrase of this Agreement or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement, or any part thereof.

Section 4.6 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of law principles.

Section 4.7 Recitals. The recitals set forth on the first page of this Agreement are incorporated into and made a part of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF HARDEEVILLE, SOUTH CAROLINA

Joshua A Gruber
City Manager

Attest:

Cynthia Oliver
City Clerk

JASPER COUNTY, SOUTH CAROLINA

Andrew P. Fulghum
County Manager

Attest:

Wanda H. Giles
Clerk to Council

JASPER COUNTY TREASURER

Michael T. Skinner
Jasper County Treasurer

Witness

JASPER COUNTY AUDITOR

Megan Horton
Jasper County Auditor

Witness

EXHIBIT A

LEGAL DESCRIPTION OF HILTON HEAD LAKES WEST TRACT IMPROVEMENT DISTRICT

PARCEL A:

ALL THAT PIECE, PARCEL OR TRACT OF LAND, known as Parcel A of the West Argent Tract, located in the City of Hardeeville, County of Jasper, State of South Carolina, containing two thousand six hundred five and 861/1000 (2,605.861) acres, more or less, being shown and described as "**PARCEL A 2,605.861 ACRES**" on a plat entitled "**ALTA/NSPS LAND TITLE SURVEY PARCEL A ARGENT TRACT WEST**" prepared for Lennar Carolinas, LLC, a Delaware limited liability company, by Robert K. Morgan, III, S.C.R.L.S. No. 26957, of Thomas & Hutton Engineering Co., Savannah, Georgia, dated January 3, 2022, and recorded on January 6, 2022, in **Plat Book 38 at Page 252-272**, bearing Doc. No. 202100007665, in the Office of the Register of Deeds for Jasper County, South Carolina, reference to said plat is hereby craved for a more complete description.

SAVING AND EXCEPTING THEREFROM:

ALL THOSE PIECES, PARCELS OR TACTS OF LAND, with all building and improvements located thereon, situate, lying and being in the City of Hardeeville, Jasper County, South Carolina, and shown and designated as "**PARCEL A-1A-1 9,678.215 SF 222.181 AC.**", containing 222.181 acres, more or less, and "**PARCEL A-1A-2 277,629 S.F. 6.373 AC.**", containing 6.373 acres more or less, on that certain plat entitled "**MINOR SUBDIVISION OF PARCEL A-1A DEVELOPMENT POD I ARGENT TRACT WEST**" dated October 23, 2024, prepared by Robert K. Morgan, III, RLS No. 26957, of Thomas & Hutton Engineering Co., and recorded in the Jasper County, South Carolina Register of Deeds Office on November 07, 2024, in **Book 38 at Page 1000**, bearing Doc. No. 202400006800, with said lot having such size, shape, dimensions, butting and boundings as will by reference to said plat more fully appear.

AND

ALL THOSE PIECES, PARCELS OR TACTS OF LAND, with all building and improvements located thereon, situate, lying and being in the City of Hardeeville, Jasper County, South Carolina, and shown and designated as "**ROAD 'A1' (150' R/W) 143,920 S.F. 3.304 AC.**" containing 3.304 acres, more or less, "**ROAD 'A2' (150 R/W) 297,204 S.F. 6.823 AC.**" containing 6.823 acres, more or less, "**ROAD 'B1' 58,856 S.F. 1.351 AC.**" containing 1.351 acres, more or less, "**ROAD 'B2' 70.245 S.F. 1.613 AC.**" containing 1.613 acres, more or less, "**PARCEL B2 5,636934 S.F. 129.406 AC.**" containing 129.406 acres, more or less, "**PARCEL B3 437,679 S.F. 10.048 AC.**" containing 10.048 acres, more or less, "**PARCEL C 293,437 S.F. 6.736 AC.**" containing 6.736 acres, more or less, and "**PARCEL D 68,830 S.F. 1.511 AC.**" containing 1.511 acres, more or less, on that certain plat entitled "**MINOR SUBDIVISION OF PARCEL A-1B, PARCEL B & ROAD "A" DEVELOPMENT POD I ARGENT WEST TRACT WEST**" dated May 13, 2025, prepared by Robert K. Morgan, III, RLS No. 26957, of Thomas & Hutton Engineering Co., and recorded in the Jasper County, South Carolina

Register of Deeds Office on May 14, 2025, in **Book 38 at Page 1147**, bearing Doc. No. 202500003195, with said lot having such size, shape, dimensions, butting and boundings as will by reference to said plat more fully appear.

TMS No.: 042-00-06-45 (*Parcel A*)

TOGETHER WITH the following easement rights:

Easement Area 1 (Tradition Avenue):

Easement rights conveyed pursuant to that Clerk of Court's Deed from Margaret Bostick, Clerk of Court for Jasper County to THH Acquisitions, LLC, dated November 29, 2011, and recorded in Deed Book 818, page 342, Jasper County, South Carolina records over those areas designated as "**ACCESS EASEMENT - 1**", containing 33.72 acres, more or less, and "**ACCESS EASEMENT - 2**" containing 17.18 acres, more or less, which parcels are more fully shown on the plat of survey entitled "**A PLAT OF 33.72 AC. ACCESS EASEMENT & 17.18 AC. ACCESS EASEMENT, TRADITION, SC, TMS 042-00-02-012, CITY OF HARDEEVILLE, JASPER COUNTY, SC**," prepared by Michael Jim Gardner, S.C.R.L.S. No. 12239, dated November 14, 2006, and recorded in **Plat Book 29, Page 264**, Jasper County, South Carolina records, said plat being incorporated herein and made a part hereof by this reference.

Easement Area 2 (School District Access):

Easement rights reserved in that Title to Real Estate from International Paper Realty Corporation, a Delaware corporation to Jasper County School District, a South Carolina public body, dated December 4, 2003, and recorded in Deed Book 287, page 71, Jasper County, South Carolina records, over, along and under that sixty-six (66) foot wide area shown as "**66' Permanent Access Utility Easement**" on that plat entitled "**88.872 ACRES BEING A PORTION OF THE WEST SIDE OF THE ARGENT TRACT**," prepared by Boyce L. Young, SC.R. L. S. No. 079, dated November 3, 2003, and recorded in **Plat Book 27, Page 52**, Jasper County, South Carolina records, said plat being incorporated herein and made a part hereof by this reference.

Easement Area 3:

Easement rights conveyed pursuant to that Access and Utility Joint Use Agreement (Easement 1) between WA Holdings South, LLC and the City of Hardeeville, South Carolina, dated October 29, 2021, and recorded in Deed Book 1089, Page 1620, Jasper County, South Carolina records, over, along and under that area designated as "**RIGHT OF WAY EXTENSION 19.69 AC.**" On that Subdivision Plat entitled "**A PLAT OF RIGHT OF WAY EXTENSION, 19.69 AC., LAKESIDE BOULEVARD, GARDEN LAKES ESTATES, HILTON HEAD LAKES NORTH, TMS 042-00-06-060, CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA**" prepared by Cook Land Surveying Inc., bearing the seal and certification of Donald R. Cook, Jr., South Carolina Professional Land Surveyor No. 19010, dated August 20, 2020, and recorded in **Plat Book 38, Page 189**, Jasper County, South Carolina records, said plat being incorporated herein and made a part hereof by this reference.

- ALSO -

PARCEL A-1A-1 & PARCEL A-1A-2:

ALL THOSE PIECES, PARCELS OR TACTS OF LAND, with all building and improvements located thereon, situate, lying and being in the City of Hardeeville, Jasper County, South Carolina, and shown and designated as “**PARCEL A-1A-1 9,678.215 SF 222.181 AC.**”, containing 222.181 acres, more or less, and “**PARCEL A-1A-2 277,629 S.F. 6.373 AC.**”, containing 6.373 acres more or less, on that certain plat entitled “**MINOR SUBDIVISION OF PARCEL A-1A DEVELOPMENT POD I ARGENT TRACT WEST**” dated October 23, 2024, prepared by Robert K. Morgan, III, RLS No. 26957, of Thomas & Hutton Engineering Co., and recorded in the Jasper County, South Carolina Register of Deeds Office on November 07, 2024, in **Book 38 at Page 1000**, bearing Doc. No. 202400006800, with said lot having such size, shape, dimensions, butting and boundings as will by reference to said plat more fully appear.

TMS Nos.: 042-00-06-129 (*Parcel A-1A-1*)
042-00-06-133 (*Parcel A-1A-2*)

- ALSO -

ROAD “A1”, ROAD “A2”, ROAD “B1”, ROAD “B2”, PARCEL B2, PARCEL B3, PARCEL C & PARCEL D:

ALL THOSE PIECES, PARCELS OR TACTS OF LAND, with all building and improvements located thereon, situate, lying and being in the City of Hardeeville, Jasper County, South Carolina, and shown and designated as “**ROAD ‘A1’ (150’ R/W) 143,920 S.F. 3.304 AC.**” containing 3.304 acres, more or less, “**ROAD ‘A2’ (150 R/W) 297,204 S.F. 6.823 AC.**” containing 6.823 acres, more or less, “**ROAD ‘B1’ 58,856 S.F. 1.351 AC.**” containing 1.351 acres, more or less, “**ROAD ‘B2’ 70,245 S.F. 1.613 AC.**” containing 1.613 acres, more or less, “**PARCEL B2 5,636934 S.F. 129.406 AC.**” containing 129.406 acres, more or less, “**PARCEL B3 437,679 S.F. 10.048 AC.**” containing 10.048 acres, more or less, “**PARCEL C 293,437 S.F. 6.736 AC.**” containing 6.736 acres, more or less, and “**PARCEL D 68,830 S.F. 1.511 AC.**” containing 1.511 acres, more or less, on that certain plat entitled “**MINOR SUBDIVISION OF PARCEL A-1B, PARCEL B & ROAD “A” DEVELOPMENT POD I ARGENT WEST TRACT WEST**” dated May 13, 2025, prepared by Robert K. Morgan, III, RLS No. 26957, of Thomas & Hutton Engineering Co., and recorded in the Jasper County, South Carolina Register of Deeds Office on May 14, 2025, in **Book 38 at Page 1147**, bearing Doc. No. 202500003195, with said lot having such size, shape, dimensions, butting and boundings as will by reference to said plat more fully appear.

TMS Nos.: 042-00-06-130 (*Road “A1”, Road “A2”*)
042-00-06-131 (*Road “B1”, Parcel B3, Parcel C*)
042-00-06-132 (*Road “B2”, Parcel B2, Parcel D*)

AGENDA

ITEM # 10A



Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659
Ridgeland, South Carolina 29936
Phone (843) 717-3650 Fax (843) 726-7707

Lisa Wagner, CFM
Director of Planning and Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

| | |
|-----------------------|-----------------------------------------------------------------------|
| Meeting Date: | February 2, 2026 |
| Project: | Development Agreement between Hiers Pine Level, LLC and Jasper County |
| Submitted For: | Public Hearing and 2 nd Reading |

Description: This is an Ordinance for consideration to enter into a Development Agreement between Hiers Pine Level, LLC and Jasper County. 1st Reading of this Ordinance was approved December 15, 2026, and at the same time the 1st public hearing was held. The second public hearing took place on January 5, 2026, and the second reading was tabled the January 5, 2026, meeting so that the Council Members could go look at the subject property and the neighboring property.

The only changes that have been made to this draft of the Development Agreement are the hours of operation, which are 6:00 am – 4:00 pm Monday – Friday, based on previous discussions.

Analysis: The Development Agreement was reviewed by Mr. Flynn, Interim County Attorney. The Development Agreement provides standards that will apply to the mining operation. These standards will regulate **height of equipment, hours of operation, processing and/or drying procedures, stormwater management, safe edge (sloping), berm for buffering, noise abatement, groundwater, reclamation plan, end use plan, reclamation bond, and an escrow account for road maintenance.**

Attachments:

1. Ordinance
2. Development Agreement with Exhibits

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2026-03

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN HIERS PINE LEVEL, LLC AND JASPER COUNTY, SOUTH CAROLINA REGARDING REAL PROPERTY BEARING JASPER COUNTY TAX MAP NUMBER 052-00-03-012 CONSISTING OF +/-264.53 ACRES PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND CHAPTER 20, ARTICLE 4 OF THE CODE OF ORDINANCES OF JASPER COUNTY, SOUTH CAROLINA; AUTHORIZING THE CHAIRMAN OF JASPER COUNTY COUNCIL TO EXECUTE AND DELIVER THE SAME; AND OTHER MATTERS RELATING THERETO

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

WHEREAS, Jasper County Council ("Council"), the governing body of Jasper County, South Carolina (the "County") has adopted Title 20, Article IV of the Code of Ordinances of Jasper County governing Jasper County's participating in development agreements (the "Development Agreement Ordinance"); and

WHEREAS, Hiers Pine Level, LLC, as owner (the "Owner") and developer (the "Developer") owns certain real property consisting of +/- 264.53 acres and identified as TMP 052-00-03-012 (the "Property"), and plans to develop the Property as a mining operation; and

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

WHEREAS, the County, the Owner, and the Developer have now concluded their negotiations with respect to the terms for a development agreement for the

Property subject to the development agreement, the form of which is attached hereto as Exhibit A (the “Development Agreement”); and

WHEREAS, the County has provided for and held the statutorily required public hearings, finds that the Development Agreement is consistent with the Comprehensive Plan for Jasper County, as amended, meets the requirements of the Act and Development Agreement Ordinance, and that approval of the Development Agreement would be in the best interests of the County; and

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

1. The Development Agreement, in substantially the form attached hereto as Exhibit A, with such minor or grammatical changes as the Chairman of Jasper County Council shall approve upon the advice of the interim County Attorney and County Administrator, his execution of a definitive Development Agreement to be conclusive evidence of such approval, is hereby approved.

2. The Chairman of Jasper County Council is hereby authorized to execute and deliver, on behalf of Jasper County, the Development Agreement on behalf of the County and the Clerk to Council is authorized to attest the signature of the Chairman of the Jasper County Council.

3. This ordinance shall take effect upon approval by Council and the recording of the Development Agreement in the Register of Deeds Office for Jasper County, South Carolina within fourteen (14) days of the final execution of the Development Agreement by the County, the Owner and the Developer.

[Remainder of Page Intentionally Left Blank]

Jasper County Council

BY:

W. J. Rowell III
Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

ORDINANCE: #2026-03

First Reading: December 15, 2025
Public Hearing#1: December 15, 2025
Second Reading: February 2, 2026
Public Hearing#2: January 5, 2026
Enactment: _____

It is required that Exhibit A be attached before the second reading.

Reviewed for form and draftsmanship by the Jasper County Attorney.

Pope Flynn, LLC

Date

EXHIBIT A
FORM OF DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

HIERS PINE LEVEL, LLC

AND

JASPER COUNTY, SOUTH CAROLINA

January ____, 2026

TABLE OF CONTENTS

| | |
|--------------------------------------------------------------------------------------------|----|
| RECITALS | 1 |
| 1. The Real Property | 2 |
| 2. Definitions..... | 2 |
| 3. Compliance with South Carolina Code Section 6-31-60..... | 5 |
| 4. Relationship of the Parties | 6 |
| 5. Legal Description of the Real Property | 6 |
| 6. Intent of the Parties | 6 |
| 7. Consistency with the County's Comprehensive Plan and Land Development Regulations | 7 |
| 8. Legislative Act..... | 7 |
| 9. Applicable Land Use Regulations | 7 |
| 10. Building Codes and Laws Other Than Land Use Regulations | 8 |
| 11. Local Development Permits and Other Permits Needed | 9 |
| 12. Permitted Land Uses and Intensities..... | 9 |
| 13. Standards..... | 9 |
| 14. Required Permit Conditions..... | 10 |
| 15. Escrow Account..... | 13 |
| 16. Road Maintenance Bond..... | 14 |
| 17. Road Maintenance | 14 |
| 18. Traffic Considerations | 16 |
| 19. Indemnity | 17 |
| 20. Fees | 18 |
| 21. Schedule for Project Development | 18 |

| | | |
|-----|--------------------------------------------|----|
| 22. | Term of the Agreement..... | 19 |
| 23. | Amending or Canceling the Agreement | 19 |
| 24. | Modifying or Suspending the Agreement..... | 19 |
| 25. | Periodic Review | 19 |
| 26. | Severability | 20 |
| 27. | Merger..... | 20 |
| 28. | Conflicts of Law | 19 |
| 29. | Venue..... | 19 |
| 30. | Default..... | 21 |
| 31. | Recording..... | 22 |
| 32. | Third Parties..... | 22 |
| 33. | County Approval of Agreement..... | 23 |
| 34. | Successors and Assigns..... | 23 |
| 35. | General Terms and Conditions | 25 |

EXHIBITS

- Exhibit A: Boundary Survey
- Exhibit B: Development Schedule
- Exhibit C: Current Regulations
- Exhibit D: Development Agreement Ordinance
- Exhibit E: Legal and Equitable Owners
- Exhibit F: DES Reclamation Bond Estimate Calculation Form
- Exhibit G: Site Plan Showing Buffers and Other Features
- Exhibit H: Road Schematic
- Exhibit I: Road Escrow Calculation

**DEVELOPMENT AGREEMENT BY AND BETWEEN
HIERS PINE LEVEL, LLC, AND JASPER COUNTY, SOUTH CAROLINA**

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered as of the _____ day of _____, 2025, and shall be effective as of the date of recording of this fully approved and executed Agreement (the "Effective Date"), by and between Hiers Pine Level, LLC, a South Carolina limited liability company, (the "Developer"), Hiers Pine Level, LLC (the "Property Owner"), and Jasper County, South Carolina (the "County").

RECITALS

This Agreement is predicated upon the following:

- I. The Code of Laws of South Carolina 1976, as amended (the "SC Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables political subdivisions of the State of South Carolina to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.
- II. Article IV, Title 20 of the County's Code of Ordinances (the "Development Agreement Ordinance") governs the County's participation in development agreements, and this Agreement conforms to the provisions thereof.
- III. The County conducted public hearings regarding its consideration of this Agreement on _____, and _____, after publishing and announcing notice, in accordance with the Act.
- IV. Jasper County Council, as the governing body of the County (the "County Council") enacted Ordinance Number 2025-_____ on _____, (a) determining that this Agreement is consistent with the Comprehensive Plan (as defined below), the Act, and the Current Regulations (as defined below), and (b) approving this Agreement. A copy of the Ordinance is attached hereto as Exhibit D, and incorporated herein by reference.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. The Real Property. The property subject to this Agreement is identified as TMS # 052-00-03-012, consisting of approximately two hundred sixty-four and 53/100ths (264.53) acres, of which approximately two hundred nine and 3/10ths (209.03) acres are highland (the "Real Property"). A boundary survey of the Real Property is attached as Exhibit A.
2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:
 - (a) "Agreement" means this Development Agreement, including the recitals and exhibits attached hereto.
 - (b) "Comprehensive Plan" means the Jasper County Comprehensive Plan adopted pursuant to SC Code Section 6-29-510 et seq., as amended; approved by Ordinance No. 2018-17, enacted by County Council on November 5, 2018 and recorded in the Jasper County Register of Deeds Office in Book 0583 at Page 0742.
 - (c) "County" means Jasper County, South Carolina.
 - (d) "Current Regulations" mean the Comprehensive Plan; the Zoning Ordinance; the Excavation Ordinance; and the Land Development Regulations; all as amended through the Effective Date hereof and attached hereto as Exhibit C, excluding the Comprehensive Plan. "Current Regulations" do not include subdivision plat and development plan procedural processes and fees.
 - (e) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into parcels. "Development," as designated in a law or Development Permit, includes the planning for and all other activity customarily associated with

it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(f) "Developer" means Hiers Pine Level, LLC, a South Carolina limited liability company, holds title to the Real Property, and includes all subsidiaries and other entities that have legal or equitable interest on the date of execution hereof in any of the Real Property as described in Section 5, and includes Hiers Pine Level, LLC's successors in interest or successors in title and/or assigns by virtue of assignment or other instrument pursuant to Section 28 hereof.

(g) "Development Parcel" means any tract of land on which Development may occur, including platted Lots and unplattd parcels, but excluding street rights-of-way.

(h) "Development Permit" includes a County building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or and any other official action of the County having the effect of permitting the Development or use of Real Property.

(i) "Excavation Ordinance" means Appendix A, Article XIV of the County Code of Ordinances, as may be amended from time to time and which is currently incorporated as part of the Zoning Ordinance.

(g) "Facilities" means major capital improvements to be constructed on the Real Property including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. Except as may be specifically provided for in this Agreement, and in consideration, in part, of the fees to be paid to Jasper County pursuant to Section 14, the Property Owner is specifically exempted from any County requirement for the provision of facilities relating to public

education, public health systems and facilities, libraries, parks and recreational facilities, public housing, jails and other detention sites, courts, and police. Such exemptions shall not, however, exempt Property Owner from payment of applicable user, tap and impact fees, respectively, for any such facilities.

(h) "Land Development Regulations" means ordinances and regulations enacted by County Council for the regulation of any aspect of Development and include County zoning, rezoning, subdivision, building construction, sign regulations or any other regulations controlling the Development or use of Real Property. The Land Development Regulations in existence as of the date hereof of currently codified in the County Code of Ordinances at Appendix B, the current version of which is fully incorporated herein.

(i) "Law" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules, custom and usage (formal and informal) adopted by the County Council affecting the Development of the Real Property, and includes laws governing permitted uses of the Real Property, governing density, and governing design, improvement, and construction standards and specifications, except those regarding the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(j) "Lot" means a Development Parcel identified in a Subdivision Plat recorded in the Jasper County Register of Deeds Office.

(k) "Parcel" means any of those tracts of Real Property that are identified on the Boundary Survey, attached as Exhibit A, as same may be specifically identified by the filing of a subdivision application.

(l) "Parties" means the Property Owner, the Developer, and the County.

(m) "Permits" include any and all governmental or other permits, consents, approvals, certifications, licenses, authorizations, utility connections, annexation, zoning, special use, certificate of designation or other land use designation as may be necessary to allow Property Owner or its assignee to operate a resource extraction mining operation or other permitted facility or operation for which no appeal has been taken within the time required by law.

(n) "Project" is the Development that will occur within and upon the Real Property.

(o) "Property Owner" means Hiers Pine Level, LLC.

(p) "Required Permit Conditions" means those conditions to be included in any development or building permit issued by the County under the Resource Extraction provisions of the Land Development Regulations, as more particularly itemized in Section 14 herein

(q) "Subdivision Plat" means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(r) "Term" shall have the meaning set forth in Section 16 of this Agreement.

(s) "Vested Rights" shall have meaning set in section 9(b) of this agreement.

(t) "Zoning Ordinance" means the County's zoning regulations in existence as of the date hereof of currently codified in the County Code of Ordinances at Appendix A, the current version of which is fully incorporated herein.

3. Compliance with the Act and Development Agreement Ordinance.

(a) Pursuant to Section 6-31-60 of the Act, a list of all individuals/entities with an equitable or legal interest in the Real Property is attached hereto as Exhibit E.

(b) Pursuant to the Development Agreement Ordinance, (i) no portion of the Real Property shall be reserved or dedicated for public purposes, (ii) any environmental impact studies or reports shall only be implemented as may be required by the South Carolina Department of

Environmental Services (“DES”) or any other applicable regulatory body under the Mining Act and Mining Regulations (as such terms are defined herein), and (iii) no requirements for historic preservation are necessary, but certain restoration and maintenance obligations are expressly dictated by the terms hereof.

4. Relationship of the Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes “state action” for any purposes.

5. Legal Description of the Real Property. The Real Property, which is the subject of this Agreement, is generally described by reference to a boundary survey of the Real Property as set forth in Exhibit A and incorporated herein by reference. The Real Property currently consists of approximately two hundred nine and 3/10ths (209.03) acres of highland and approximately fifty-five and 50/100ths (55.5) acres of wetlands, with a total gross acreage of approximately two hundred sixty-four and 53/100ths (264.53) acres.

6. Intent of the Parties. The Parties agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, to their successors in title and/or assigns. The Parties are entering into this Agreement in order to secure benefits and burdens referenced in the Sections 6-31-10 et seq of the Act. To that end, the Parties agree to cooperate fully with each other to accomplish the purposes of this Agreement during the term of this Agreement, including any applicable renewals as described in Section 20.

7. Consistency with the County's Comprehensive Plan and Land Development Regulations.

This Agreement is consistent with the Current Regulations. Whenever expressed or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered *in pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that nothing in this section is intended to revoke or repeal the review, variance, special exception, or appeal authority of other bodies contained in SC Code Section 6-29-800 or in the Current Regulations.

8. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of County Council, subject to compliance with applicable statutory procedures and consistent with Section 9(a). This Agreement constitutes a legislative act of County Council. County Council approved this Agreement only after following procedures required by Sections 6-31-10 et seq of the Act and the Development Agreement Ordinance. This Agreement shall not be construed to create a debt of the County as referenced in Section 6-31-145 of the Act.

9. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or the Act, the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations, attached hereto as Exhibit D. The County may apply a subsequently adopted law to the Developer only if the subsequently enacted law meets the requirements of the SC Code Section 6-31-80(B), as the same may be amended from time to time.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property for the term of this Agreement or until earlier terminated, cancelled or suspended pursuant hereto.

(c) Preservation of Rights. Subparagraph 9(a) of this Agreement does not abrogate any rights either preserved by SC Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement under the Act.

10. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Title 6, Chapter 9 of the SC Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Title 6, Chapter 9 of the SC Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the County to exercise governmental powers and pass laws not applicable to development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 9(a).

11. Local Development Permits and Other Permits Needed. The Parties anticipate that local Development Permits and other regulatory permits will be needed to complete the Project in compliance with the Current Regulations, including, but not limited to, the imposition of conditions on the Development Permit under the Excavation Ordinance, and the Required Permit

Conditions. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Property Owner of the necessity of complying with the Law governing permit requirements, conditions, terms, or restrictions.

12. Permitted Land Uses and Intensities. The permitted land uses and intensities set forth in the Resource Extraction zoning district, with attendant conditions, included in the Current Regulations, as attached hereto as Exhibit C, are allowed on the Real Property.

13. Standards. All standards and regulations pertaining to the Resource Extraction zoning designation, with attendant conditions as applicable, including but not limited to the Required Permit Conditions, building development standards, setbacks, buffers, fencing, signage, conditional use requirements, parking, off street loading, landscaping, height, tree-protection, vibration, noises, air pollution, odors, toxic matters and hazardous waste, fire and explosive hazards, radioactive materials, light and glare, electromagnetic interference, smoke and particulate matter, fumes, vapors, heat, cold, dampness, or movement of air, financial security, water supply, sewage, disposal requirements, road classification and design standards, construction standards, storm water design, and all other required regulations and standards found in the Current Regulations shall apply with respect to planned uses for which Property Owner seeks site plan approval. Other statutes, regulations and ordinances not specifically included in the Current Regulations, such as any uniform codes under Title 6, Chapter 9 of the SC Code or similar Laws shall also apply.

14. Required Permit Conditions. As a condition of any Development Permit or other permit required to allow mining or other resource extraction on the Property, the following conditions shall be included in such permit, in addition to any other conditions deemed desirable under the

Excavation Ordinance. This Agreement, or these conditions, shall not apply to or supersede the existing Jasper County zoning permit issued for the Real Property which allows excavation.

- (i) **Height** – No equipment, piles or other on-site activities shall exceed thirty (30') feet in height, on a permanent basis, above the lowest natural grade existing on the site
- (ii) **Hours of Operation** – Typical hours of operation are limited to 6:00 a.m to 4:00 p.m Monday through Friday. These hours will not apply during a natural disaster, or for emergency repairs.
- (iii) **Processing or Drying** – Soil excavated from the Project may need to be dried before it can be transported off-site. The drying process may be accomplished by placing the soil in piles to allow natural gravitational drainage and air drying, or by discing or other comparable methods. Limited on-site processing of excavated materials is permitted only to the extent necessary to remove deleterious substances or unsuitable soils.
- (iv) **Stormwater** – The Project site shall be designed so that the quantity and quality of runoff being discharged shall be controlled through Best Management Practices (BMPs). Acceptable BMPs may include, but not be limited to: check dams, diversions, filter berms, drop structures, dust suppressants, mulching, rip-rap, sediment basins, sediment traps, and vegetation.
- (v) **Safe Edge** - Final reclamation of the excavated area shall include slopes at a minimum as required in Section 89-330 of the SC Code of Regulations (the "Mining Regulations"), as promulgated by DES under the Title 48, Chapter 20 of the SC Code (the "Mining Act") . Slopes shall not be steeper than 3H:1V, extended to a depth six (6) feet below the projected final normal water level (average groundwater level) as shown on Exhibit G.

(vi) **Berm** – As shown on the preliminary site plan attached hereto as Exhibit G, including the cross section associated therewith, the Owner shall construct and maintain an earthen berm along the north-western and northern boundary of the site to serve as a visual, sound, and safety buffer between the mining activities and adjacent properties. The berm shall be not less than eight feet (8') in height and thirty-four feet (34') in width at its base, shall be located entirely on the permitted property as shown on Exhibit G, and shall not encroach into any required setbacks, rights-of-way, or easements. The berm shall be constructed using clean fill material, properly compacted and stabilized with side slopes not to exceed 3:1 or other ratio as approved and designed by Owner's engineer, and shall be vegetated with native or adaptive plantings to ensure year-round screening. The Operator shall maintain the berm in a safe and stable condition for the duration of the mining activities and reclamation period, and all erosion or vegetative loss shall be promptly repaired. Construction of the berm shall be completed prior to the commencement of active mining operations, and shall be adequately and properly maintained throughout the life of the Project.

(vii) **Noise Abatement** – The Property Owner shall implement BMPs to minimize noise generated by Project activities. At a minimum, such BMPs shall include maintaining functional mufflers on all equipment (including trucks, excavators, pumps, and similar machinery) and locating pumps or other stationary noise sources to reduce noise impacts on adjacent properties. Average noise levels from the Project shall not exceed fifty-five decibels at any point located one thousand (1,000) feet from the approximate limits of the Project area, as measured over a reasonable time period. Notwithstanding the foregoing, the Project will comply with Section 16:2 of the Jasper County Zoning Ordinance.

(viii) **Groundwater** – Groundwater dewatering measures shall be governed by Section 89-120 of the Mining Regulations. Residential wells installed in the area surrounding the Real Property are typically drilled to a depth varying between one hundred fifty (150) feet to two hundred eighty (280) feet below ground surface, and are screened in the underlying limestone. A confining layer exists between the water table and the limestone aquifer. The water table surface generally occurs between an average eight (8) feet to ten (10) feet below ground surface. During excavation activities, the water table will be managed within the Project to occur at approximately the bottom of the excavation. The depth to the bottom of the excavation shall not occur lower than sixty (60) feet.

(ix) **Reclamation Plan** – Prior to issuance of a Development Permit or other permit from the County, the Developer shall provide a DES approved reclamation plan in accordance with Section 48-20-90 of the SC Code. The basic objective of the reclamation plan shall be to establish, on a continuing basis, a vegetative cover, soil stability, and water and safety conditions appropriate to the area. In addition, the plan will include the planned use or uses to which the affected lands will be rehabilitated.

(x) **End Use Plan** – Prior to issuance of a Development Permit or other permit from the County, the Developer shall provide an “End Use Plan”, which shall generally depict the ground surface of the Project site is restored to a condition permitting one of the following uses: agricultural, residential, recreational, or non-residential. If recreation is identified as the restored use, its management plan shall be generally described in the End Use Plan. The End Use Plan shall depict a pond that is generally curvilinear in shape, and shall not contain unsightly residual high ground fingers.

- (xi) **Bond** – The Developer shall provide a final reclamation bond. See the Mining Act, the Mining Regulations and Section 15 hereof for more detailed requirements thereof.
- (xii) **Escrow Account** – During the life of the Project, the Developer shall establish and maintain a road escrow account to fund maintenance costs associated with road degradation and damages related to the operation of the Project in accordance with Section 16 below.
- (xiii) **Renewal/Termination** – In the event that this Agreement terminates by its terms and is not otherwise amended, modified or extended such that this Agreement or a similar statutory development agreement is in place and covering the Property (see generally Section 20 hereof, then any Development Permit or other permit to operate the Project shall immediately terminate and the Project shall cease operations.

15. **Developer Covenants and Agreements**. In consideration of the rezoning of the Real Property and the development of the Project, the Developer and the Project Owner further covenant, agree and acknowledge that:

- (a) At the conclusion of this Agreement, the Real Property may revert to rural preservation zoning.
- (b) A dry hydrant for firefighting water, will be installed by Property Owner, at a mutually agreed location, once the reclamation is complete. Subject to appropriate access easements being granted to the County, the dry hydrant will be maintained by the County.
- (c) As shown on the schematic attached hereto as Exhibit H, the Developer will: (i) recess the entry gate to the Project, to allow any waiting trucks to be off of the public right-of-way for Pine Level Road; (ii) pave the first one hundred (100') feet of the entry road, to avoid dust or mud on the public right-of-way; and (iii) construct an entry road that will be approximately four hundred eighty-seven (487') feet from Highway 3, on Pine Level Church Road.

(d) As shown on the site plan attached hereto as Exhibit G, the Developer will (i) install and will maintain setbacks and a vegetative buffer (see Section 14(VI) hereof regarding the "Berm") along both public roads and elsewhere on the Property as may be required under the Land Development Regulations; and (ii) will install and maintain a sedimentation pond, to ensure ground water levels and water quality of adjacent wetlands.

(e) During the term of this Agreement, the Owner agrees to sell fill dirt from the Project to the County at a discounted rate of one dollar (\$1.00) per cubic yard below the standard price for any fill dirt purchased by the County for use on County-owned property or within County-maintained easements.

16. Bond In accordance with Section 48-20-110 of the Mining Act and the Mining Regulations thereunder, the Developer shall provide a bond, as applicable, in favor of the State of South Carolina, to ensure final reclamation of the Project site. The bond amount will be calculated utilizing the most current version of the attached DES reclamation bond estimate calculation form, a copy of which is attached hereto as Exhibit F.

17. Road Maintenance

(a) Pre-operation. Before sale of mining materials generated by the Project, the Developer will improve and resurface Pine Level Church Road for a distance of five hundred sixty nine feet as shown on Exhibit G. Preliminary cost estimates for such improvements are assumed to equal approximately \$200,000.00, and such work and amount shall be procured and completed at the sole cost and expense of the Developer. All improvements must be completed to the reasonable satisfaction of the South Carolina Department of Transportation and the County as a precondition for the Project to begin and continue operations.

(b) Escrow. The Property Owner shall establish and maintain a dedicated road maintenance bond with the County to ensure that funds are available to repair and maintain public roadways that may be damaged, degraded, or otherwise directly impacted by the Operator's mining activities (the "Road Bond"). Any Road Bond proceeds shall be used exclusively by the County, or its assigns, for maintenance, repair, resurfacing, or reconstruction of public roadways in, near, or around the Project that experience damage, degradation, or unusual wear reasonably attributable directly to mining operations, including the transportation of materials, equipment, or supplies to or from the Project.

(c) Posting. Commencing upon initiation of commercial mining operations and continuing for each calendar year thereafter until cessation of operations and final reclamation of the Project, the Property Owner shall post and maintain the Road Bond in an amount determined in accordance with the methodology set forth in Exhibit I attached hereto and incorporated herein by reference. Notwithstanding the foregoing, in no event shall the face amount of the Road Bond be less than [\$250,000]. Failure to continue the required Bond Payment shall constitute a material default under this Agreement, entitling the County to draw upon any performance or reclamation bond, suspend permits, or take other remedies available at law or in equity. Further, the Road Bond shall be issued by a corporate surety company licensed to do business in the State of South Carolina, and possessing an A.M. Best rating of not less than A- VII or equivalent. No substitution, cancellation, or modification of the Road Bond shall occur without prior written consent of the County.

18. Traffic Considerations.

(a) Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts – both within and outside of the Project site. The Property Owner agrees to work with all appropriate planning agencies to assure said planning occurs. Specific bonding and maintenance requirements are included in the Required Permit Conditions.

(b) Road Access. The Parties agree that in order to safely and more effectively accommodate the pedestrian and vehicular traffic associated with the known development plans for the County, including the Project, proper road access is a top priority. Access to the Real Property is currently provided from Pine Level Church Road and shall comply with Current Regulations. Additionally, the condition of these roads will be documented to the satisfaction of the County and the owning and/or maintaining entity prior to the beginning of construction on the Property.

(c) Maintenance. Maintenance, repair, and restoration of Pine Level Church Road and other public roadways providing access to or affected by the Project (collectively, the "Affected Roadways") shall be funded from the Road Bond. The County may use such funds to perform, or to contract for the performance of, maintenance and repair activities necessary to address any damage, degradation, or accelerated wear reasonably attributable to the hauling or transport of materials, equipment, or supplies to or from the Project.

(d) Conformance with South Carolina law. The Project, including all activities conducted by the Property Owner, operator, contractors, subcontractors, and transport vehicles associated with the mining operations, shall at all times operate in full compliance with all

applicable federal, state, and local transportation and traffic laws, regulations, and ordinances. All vehicles engaged in the hauling or transport of materials to and from the Project site shall observe posted speed limits, weight restrictions, tarp and load-coverage requirements, and designated haul routes, and shall be operated in a safe and lawful manner. The Property Owner shall be responsible for ensuring that all drivers and carriers under its control or contract are informed of and adhere to these requirements.

19. Indemnity

(a) The Property Owner shall indemnify, defend, and hold harmless the County, its officers, officials, employees, agents, successors, and assigns (collectively, the "County Indemnitees") from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses (including reasonable attorneys' fees and expert witness fees) arising out of or related to: (a) the construction, operation, maintenance, or reclamation of the Project; (b) any act or omission of the Property Owner, its employees, agents, contractors, or subcontractors in connection with the Project; (c) damage to public or private property, including roadways, rights-of-way, or drainage systems, resulting from mining operations or associated transportation activities; or (d) any bodily injury, sickness, disease, or death of any person, or damage to or loss of any tangible or intangible property, arising out of or caused by the Project.

(b) Without limiting the generality of the foregoing, the Operator shall specifically indemnify and hold the County Indemnitees harmless from any claim, cost, or liability (including remedial and response costs) arising from the release or threatened release of any hazardous or regulated substance on, under, or migrating from the Project site, or any violation of federal, state, or local environmental law, rule, or regulation by the Property Owner or its agents.

(c) Upon written notice from the County, the Property Owner shall assume the defense of any claim, suit, or proceeding brought against any County Indemnitee to which this indemnity applies. The County shall have the right, at its sole discretion and expense, to participate in such defense with counsel of its choosing. The Property Owner shall not settle or compromise any such claim without the County's prior written consent if the settlement imposes any liability, obligation, or admission of fault upon the County.

(d) The provisions of this Section 18 expressly survive the termination of this Agreement.

20. Fees.

(a) Development and Impact Fees. The County specifically finds that the burden, if any, that the Project will have on County infrastructure and services, other than roads, will be less in a material respect than the burden anticipated from the development of other commercial or residential development projects in the County. Specifically, County finds that the burden of the Project is significantly decreased because there are no uses that will materially increase the burden on utility services, or police, fire and school services. The County specifically acknowledges and agrees that there are no development fees currently imposed by the County that are applicable to the Project, other than the usual and customary application, inspection and similar fees generally applicable to all development ("Customary Fees"), as may be amended by the terms of this Agreement, and will not impose any other development fees, including impact fees, on the Project during the term of this Agreement other than the fees, payments and charges due hereunder and the Customary Fees.

(b) Business License Fee. Property Owner and County acknowledge that the Project is subject to certain business license fees pursuant to Chapter 8 of the County's Code of Ordinances.

21. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the Effective Date of DES Permit to Operate.

(b) Interim Completion Dates. The Property Owner projects that during the years after the execution and adoption of this Agreement, the Project will be developed in accordance with the Developer Schedule attached hereto as Exhibit B and incorporated herein.

22. Term of the Agreement. The term of this Agreement shall be five (5) years, commencing on the Effective Date; provided, however, that this Agreement may be renewed upon the Agreement of the Parties. In the event that this Agreement expires by its terms and is not otherwise renewed or extended by the Parties, the DES Permit to Operate is subject to revocation and any other County-issued permits, including the Development Permit, shall be immediately and automatically withdrawn such that operation of the Project is no longer permitted. The foregoing provision shall expressly survive any termination of this Agreement.

23. Amending or Canceling the Agreement. Any amendment to this Agreement shall comply with the provisions of Sections 6-31-10 et seq of the Act. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the County.

24. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations

25. Periodic Review. The zoning administrator or another appropriate County official designated by County Council shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the County finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the County shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.

If the Property Owner fails to cure any material breach within the time given, then the County unilaterally may terminate or modify this Agreement. the County may seek actual damages and foreclosure of its equitable lien in such appropriate civil cause of action in the Court of Common Pleas for Jasper County; provided, that in the case of a modification or termination, the County has first given the Property Owner the opportunity: (1) to rebut the County's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the County with respect to the findings and determinations.

26. Severability. Subject to the provisions of SC Code Section 6-31-150, if any word, phrase, sentence, paragraph, provision, or exhibit of this Agreement shall either be terminated by any provision stated therein or finally adjudicated to be invalid, void, or illegal it shall be deleted and in no way affect, impair, or invalidate any other provision or agreement hereof.

27. Merger. This Agreement, including all Exhibits, the terms of which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for

the respective rights, benefits and burdens undertaken by the Parties, and subject to SC Code Section 6-31-80(B) the Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein for the term of this Agreement, or until earlier terminated, cancelled or suspended pursuant hereto.

The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.

28. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

29. Venue. Any action brought under or involving this Agreement shall be brought in Jasper County, South Carolina.

30. Default.

(a) Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default and such party has not cured or commenced curing such default, the non-breaching party may pursue all available legal and equitable remedies, including termination of the Agreement as may be allowed under the Act; however, the Parties agree that neither Party is

entitled to punitive damages. Waiver of a default shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

(b) Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance. However, if there is a dispute between the County and Property Owner, or its successor or assign, concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute Resolution with subsequent judicial action lying in the Court of Common Pleas for Jasper County, shall be initiated by one Party notifying the other Party or Parties in writing of the dispute together with a request for mediation as described herein. The Parties agree that disputes under this Agreement not involving the Current Regulations are contractual matters, not appealable to the Zoning Board of Appeals or the Planning Commission, but to the Court of Common Pleas for Jasper County; however, matters involving the application of the Current Regulations are not contractual, but are subject to the administrative review and appellate provisions involving the Zoning Board of Appeals or the Planning Commission.

31. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with the Jasper County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

32. Third Parties. This Agreement shall not be binding and shall have no force or effect as to persons or entities that are not Parties or successors and assigns to this Agreement.

33. County Approval of Agreement. The County Council has approved this Agreement under the process set forth in SC Code Section 6-31-50 on the terms and conditions set forth in this Agreement.

34. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property, the Project. A purchaser, lessee, or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of the Real Property or any portion thereof shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement. Said document to be in recordable form and provided to the County at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract. This paragraph shall not be interpreted to preclude the Property Owner from pursuing or obtaining indemnification, contribution, or other recovery from any third party with respect to any liability or obligation to the County arising under this Agreement.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following conditions:

(i) Notice of Property Transfer. If the Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes the "Property Owner" under and within the meaning of this

Agreement, Property Owner shall notify the County within thirty (30) days of the transfer and provide it a copy of the assignment of such status as the "Property Owner" and the acknowledgement referred to in subparagraph 31(a).

(ii) Mortgage Lenders. Nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by the obligations and shall receive the benefits from this Agreement as the successor in title to the Property Owner.

(c) Release of Property Owner. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as the Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or the Property Owner to the County sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the County will provide a certificate (the "Certificate") in recordable form stating that solely with respect to the portion of the Real Property described in the request, there are no known violations or breaches of this Agreement, except as otherwise described in the Certificate. The County will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the County will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. Subsequent to the issuance of such a Certificate no claim or action to enforce compliance with this Agreement may be brought against the Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property covered by the Agreement and occurring prior to the date of such Certificate, except as otherwise described in the Certificate.

35. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as shown on Exhibit A attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the County Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind the County by making any promise or representation contained herein. Any amendments are subject to the provisions of Section 17 herein.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(e) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County:

Jasper County Administrator
P.O. Box 1149
Ridgeland, South Carolina 29936

With copies to:

Pope Flynn, LLC
Attn: Lawrence Flynn
PO Box 11509
Columbia, South Carolina 29201

To the Property Owner :

Hiers Pine Level, LLC
Attn: Jeff Hiers
715 Green Pond Highway
Walterboro, South Carolina 29488

To the Developer:

Hiers Pine Level, LLC
Attn: Jeff Hiers
509 Carteret Street
Beaufort, South Carolina 29902

(f) Execution of Agreement. This Agreement may be executed in multiple counterparts as duplicate originals; provided, however, if executed in multiple counterparts and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

(g) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

[SEPARATE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, this Agreement has been executed by the County as of the day
and year first above written.

Witness:

JASPER COUNTY, SOUTH CAROLINA

By: _____

Attest: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

I, _____, Notary of the Public of the State of South Carolina, do hereby
certify that the County of Jasper, by _____ personally
appeared before me this _____ day of _____, 2025, and acknowledged the
execution of the foregoing instrument.

Notary Public for South Carolina
Print Name: _____
My Commission Expires: _____

IN WITNESS WHEREOF, this Agreement has been executed by an authorized officer of Hiers Pine Level, LLC, acting the capacity of the Developer under this Agreement, as of the day and year first above written.

Witness:

HIERS PINE LEVEL, LLC

By: _____

Name: Jeff Hiers

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

I, _____, Notary of the Public of the State of _____, do hereby certify that Hiers Pine Level, LLC, as Developer, by Jeff Hiers, its President, personally appeared before me this _____ day of _____, 2025, and acknowledged the execution of the foregoing instrument.

Notary Public for _____
Print Name: _____
My Commission Expires: _____

IN WITNESS WHEREOF, this Agreement has been executed by an authorized officer of Hiers Pine Level, LLC, acting the capacity of the Property Owner under this Agreement, as of the day and year first above written.

Witness:

HIERS PINE LEVEL, LLC

By: _____

Name: Jeff Hiers

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

I, _____, Notary of the Public of the State of _____, do hereby certify that Hiers Pine Level, LLC, as Property Owner, by Jeff Hiers, its President, personally appeared before me this _____ day of _____, 2025, and acknowledged the execution of the foregoing instrument.

Notary Public for _____

Print Name: _____

My Commission Expires: _____

EXHIBIT A

BOUNDARY SURVEY



EXHIBIT B
DEVELOPMENT SCHEDULE

The Project build-out schedule and planned operation is set forth below. The schedule is an estimate, and the parties acknowledge the challenge of accurately forecasting the timing and development of the Project. The Project, its completion and operation, are contingent on development factors that are beyond the control of the parties to the Agreement and it is understood that changes may occur.

| <u>YEAR</u> | <u>PERCENT COMPLETE</u> |
|-------------|-------------------------|
| 0-10 | 50% |
| 10-20 | 100% |

EXHIBIT C
CURRENT REGULATIONS

JASPER COUNTY'S COMPREHENSIVE PLAN (Jasper's Journey) can be accessed here:
www.jaspercountysc.gov/media/4ixigslj/jaspersjourney_2018_final.pdf

JASPER COUNTY's ZONING ORDINANCE can be accessed here:
www.jaspercountysc.gov/services/planning-and-building/ordinances-regulations

JASPER COUNTY'S LAND DEVELOPMENT REGULATIONS can be accessed here:
www.jaspercountysc.gov/media/y4ekwlhj/land-development-regulations-revised-11-3-25.pdf

EXHIBIT D

DEVELOPMENT AGREEMENT ORDINANCE

EXHIBIT E
LEGAL AND EQUITABLE OWNERS

Hiers Pine Level, LLC
509 Carteret St
Beaufort, SC 29902

EIN: 99-0761454

EXHIBIT F

SCDES RECLAMATION BOND ESTIMATE CALCULATION FORM

Cost Estimates - Reclamation Activities:

For mine over 24.9 acres, the reclamation bond should be calculated on the costs based on work being completed by an independent third party contractor.

Sloping- Unless otherwise approved by the Department, pit walls and overburden piles are required to be sloped to a maximum 3H:1V gradient for final reclamation

Light grading - light grading rate should be applied if the pit is a) no deeper than 50', b) when enough material is stockpiled onsite to obtain the slopes, or if c) the natural gradient of the area is lightly variable (i.e., little to no elevation changes).

Heavy grading - the heavy grading rate should be applied if a) the pit is deeper than 50', b) when there is a shortage of fill material on-site, or if c) the natural gradient of the site is highly variable (i.e., large elevation changes).

Vegetation - R.89-330 requires vegetative cover and soil stability appropriate to the area, and conservation practices should control on-site and off-site erosion and siltation. A minimum of 75% ground cover of permanent vegetation, with no substantial bare spots, must be established and maintained into a second growing season. Types of grasses and any soil amendments for site-specific reclamation may increase the cost.

Additional Costs - there may be additional known costs for reclamation beyond sloping and seeding including fencing, signage, building safety berms, bringing in additional fill material, and refuse/debris removal.

- Wetland/ stream crossings - are temporary and must be restored at the end of the mine's life. Determine the costs associated with removal of roads /restoration of these crossings

- Construction/Demolition Recycling and Wood Chipping facilities – removal of these facilities located with the mine permit area must be included in the cost estimate. The estimate should include the price to remove and properly dispose of the maximum amount of material these facilities can store at any one time.

Inflation/Mobilization/Incidentals - estimates should include a 10% addition to account for mobilization costs for contractors to get equipment to the site, inflation, and other extraneous costs

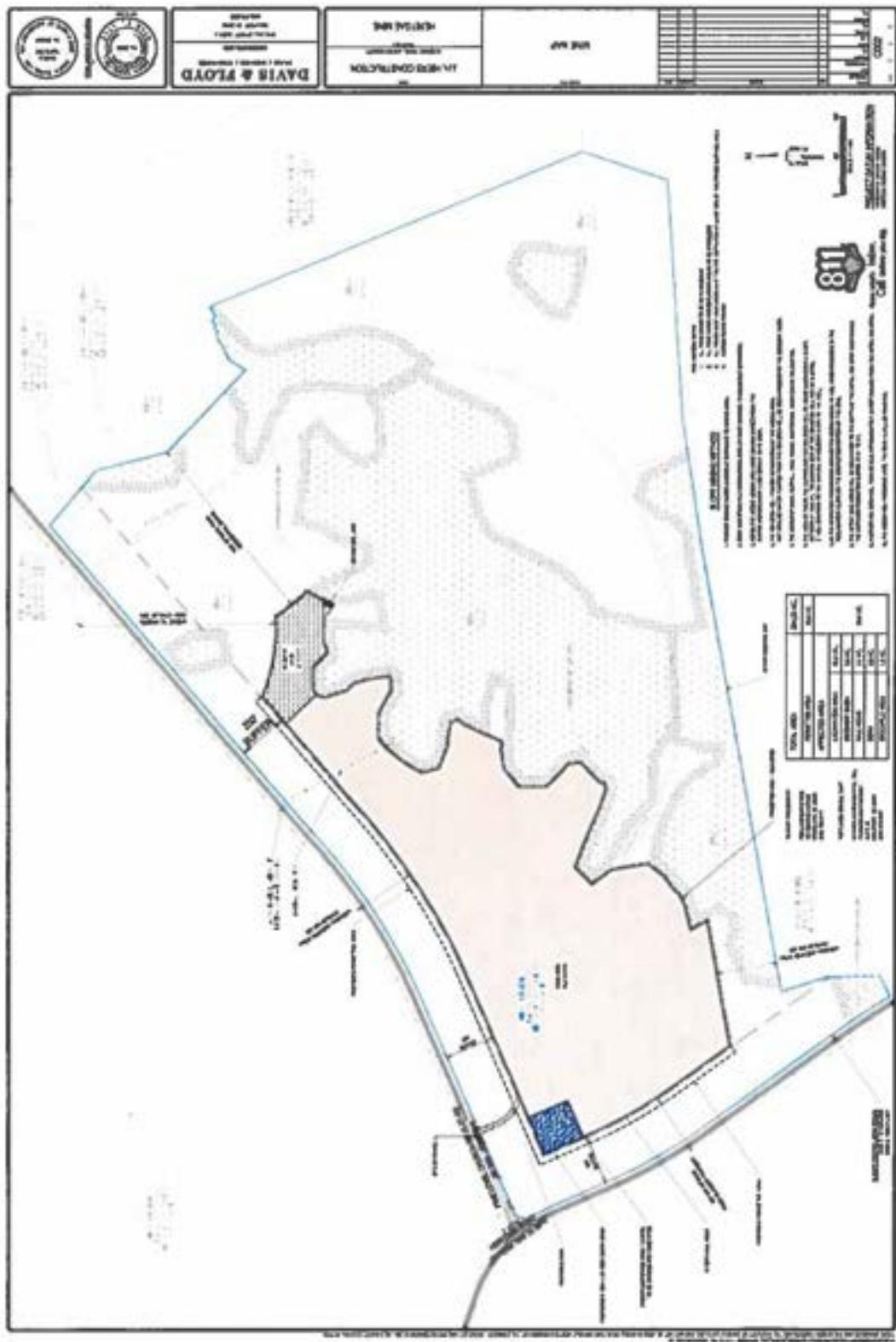
Pond Reclamation: the initial reclamation estimate should be calculated as above for mines being reclaimed to ponds. Once the area of the pit bottom is excavated to 4' below the watertable, the operator may request to reduce the cost estimate associated with that acreage to \$0.00/acre as reclamation standards have been met (the acreage will not be released until final reclamation)

Bond Estimate Example

| Segment #: | 1 | 2 | 3 | Total Acres | Cost Estimate/ Acre | Calculated Cost |
|----------------------------------------------------------|---------------------------------------------------------------------------------|---|---|-------------|------------------------|--------------------|
| | Segment Acres: | | | | | |
| Light grading (plant site, basin stockpiles, etc.) | | | | | | |
| Slope Grading | | | | | | |
| Seeding slopes | | | | | | |
| Seeding open areas | | | | | | |
| Pond Base @ 4' depth | Acreages can be recalculated once the base meets 4' depth under the water table | | | | \$0 | |
| Haul Road | | | | | to remain | |
| | | | | | SubTotal | |
| | | | | | 10% Inflation | |
| | | | | | TOTAL | |

EXHIBIT G

SITE PLAN SHOWING BUFFERS AND OTHER FEATURES





G-2

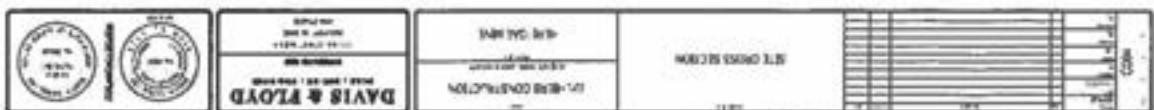
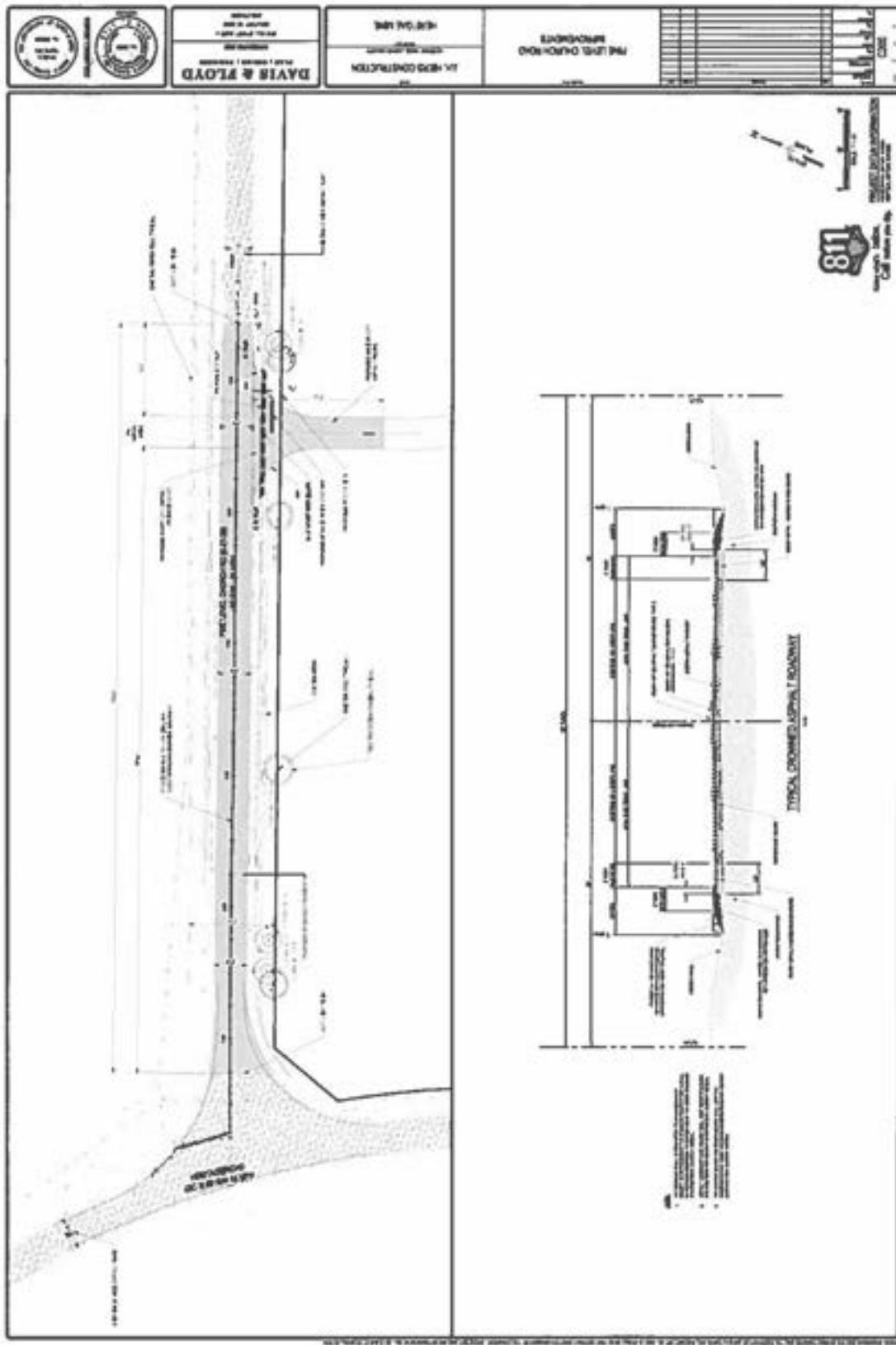
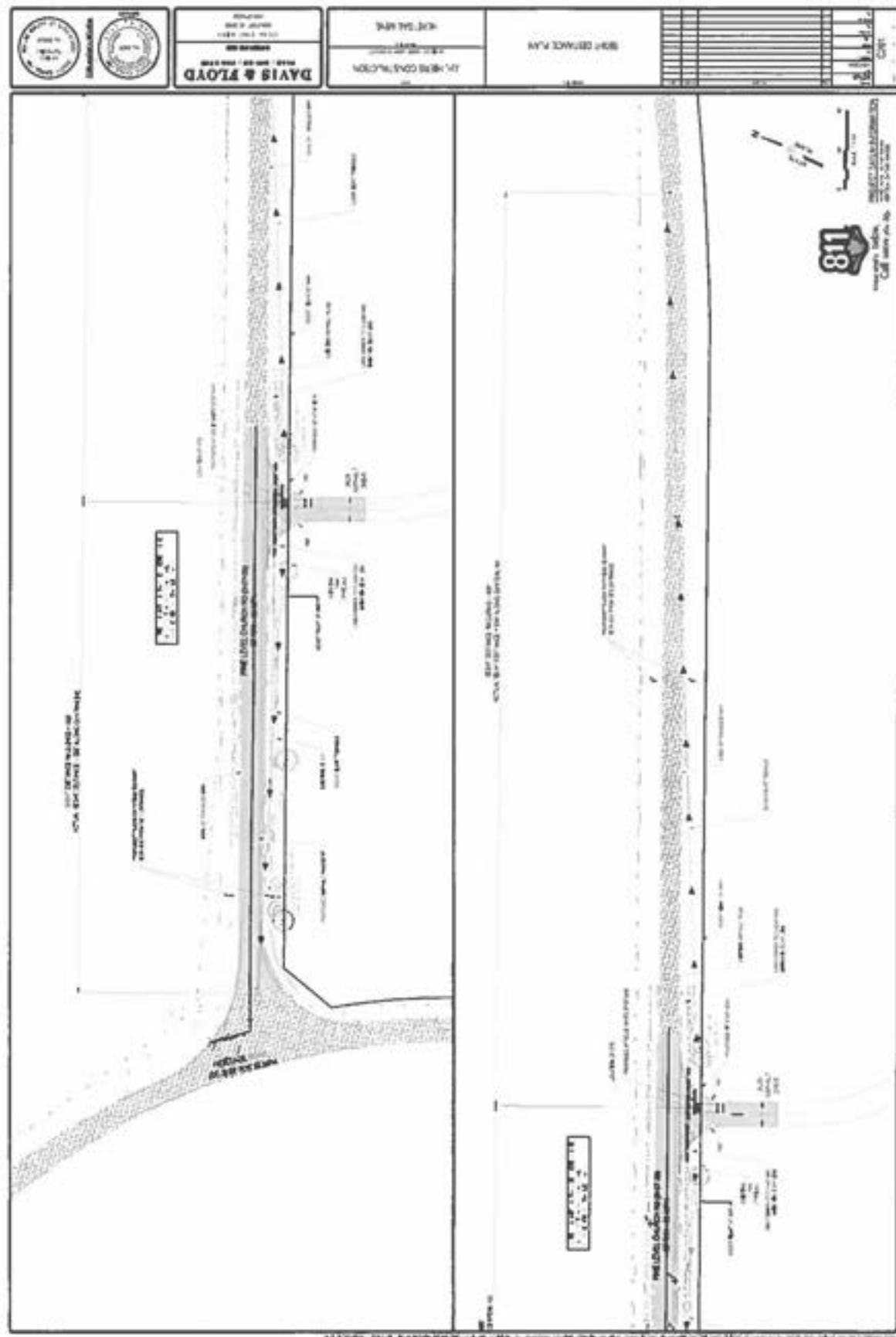


EXHIBIT H
ROAD SCHEMATIC



1-1



| | | | | | | |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| DAVIS & STOVER |
| DAVIS & STOVER |

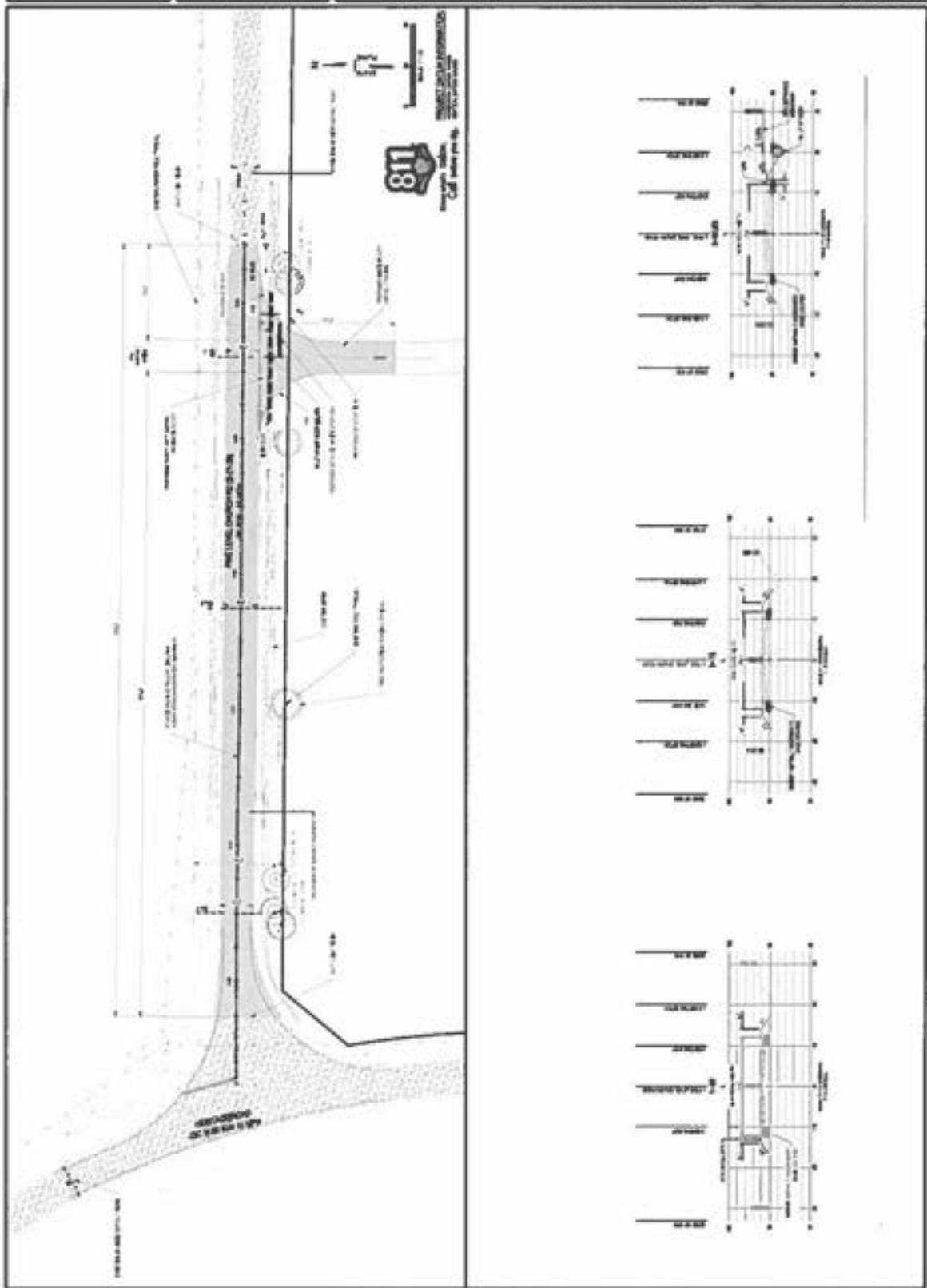


EXHIBIT I

ROAD ESCROW FUND CALCULATOR

[Use DOT Reclamation Form]?

EXHIBIT C
CURRENT REGULATIONS

JASPER COUNTY'S COMPREHENSIVE PLAN (Jasper's Journey) can be accessed here:
www.jaspercountysc.gov/media/4ixigsld/jaspersjourney_2018_final.pdf

JASPER COUNTY's ZONING ORDINANCE can be accessed here:
www.jaspercountysc.gov/services/planning-and-building/ordinances-regulations

JASPER COUNTY'S LAND DEVELOPMENT REGULATIONS can be accessed here:
www.jaspercountysc.gov/media/y4ekwlhj/land-development-regulations-revised-11-3-25.pdf

AGENDA

ITEM # 10B



Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659
Ridgeland, South Carolina 29936
Phone (843) 717-3650 Fax (843) 726-7707

Lisa Wagner, CFM
Director of Planning and Building Services
lwagner@jaspercountysc.gov

Jasper County Council

Staff Report

| | |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting Date: | February 2, 2026 |
| Project: | Zoning Map Amendment – Resource Extraction |
| Applicant: | Hiers Pine Level, LLC in C/O Ryan Lyle, PE @ Davis & Floyd, Inc. |
| Tax Map Number: | 052-00-03-012 |
| Submitted For: | 2 nd Reading Hearing |
| Recommendation: | Planning Commission recommends denial of re-zoning to the Resource Extraction District; however, staff recommended approval to the Planning Commission |

Description: The subject property consists of 264.53 acres and is located at the southeast intersection of Heritage Road (Highway 3) and Pine Level Church Road. The Applicant has requested a Zoning Map Amendment to have the property designated as Resource Extraction. The subject property is currently zoned Rural Preservation. The property is vacant and undeveloped. The applicant would like to pursue a permitted mining operation of 58 acres, which requires a mining permit from South Carolina Department of Environmental Services (SCDES) and a Land Development permit from Jasper County. In accordance with the Jasper County Zoning Ordinance, any mining or excavation activity is only allowed in the Resource Extraction Zone as a conditional use.

At the January 5, 2026 Council Meeting, this ordinance was tabled to allow the Council Members to visit the subject property and the neighboring property.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation,” which are areas that seeks to protect and promote the character of Jasper County that largely exists today outside of the municipalities. Non-residential development may be appropriate if it is buffered correctly.
- **Adjacent Zoning:** The properties immediately adjacent to the site are primarily zoned Rural Preservation with the exception of 2 properties that are zoned Residential.

- **Adjacent Land Use:** The adjacent land uses are primarily farmlands, with the exception of 3 houses being adjacent to the site. Within a half mile radius, there are a total of 4 single family residential units and within a mile radius, there are a total of 8 single family units.
- **Traffic and Access:** The subject property is accessed by Heritage Road (Highway 3), which is a two-lane state maintained road classified as a major collector road.

The intent of the Resource Extraction (RE) Zone is:

To protect, preserve, sustain, and protect activities which specifically extract or harvest natural resources for commercial or industrial purposes, such as mining, excavations, excavation operations and activities, while concurrently ensuring protection of the health, safety, welfare of nearby residents and the value of nearby property. The Resource Extraction District will protect economically important mineral resources of the County for current and future use and will protect existing land uses adjacent to potential lands from undue harm that may result from mineral extraction activity.

Businesses extracting resources are essential activities that may present unique challenges when considering adjacent properties and protection of public health, safety and welfare. However, it is intended that this zoning classification only apply to those portions of the County where the potential for conflict between adjacent current and future land uses and the mineral extraction activities are minimal. Any zoning map amendment to designate a property as RE should be carefully considered by assessing the following factors, including but not limited to: impact on environmentally sensitive areas and critical natural resources; impact on health, safety and welfare of the Jasper County residents; impact on the character of existing communities; impact on adjacent land value; traffic generation and potential mitigation; and any other factors considered essential to address.

In accordance with the Jasper County Zoning Ordinance, the Resource Extraction Zone allows mining and excavation as a conditional use.

ARTICLE 6:1, USE REGULATIONS:

| Sector 21: Mining and Mine Operation | NAICS | R | RP | RC | CC | GC | ID | RE | MB |
|--------------------------------------|-------|---|----|----|----|----|----|----|----|
| Mining (Article 11:7.4) | 212 | N | N | N | N | N | N | C | N |

In addition to the provisions of Article 14 of the Jasper County Zoning Ordinance, *Excavation Regulations*, other important conditions include the following:

ARTICLE 11:7, CONDITIONS FOR SPECIFIC USES

11:7.4, Sector 21: Mining and Mine Operation:

1. Mining and Mine Operation must have all required state and federal permits and meet the requirements of all State and Federal Statutes and regulations.
2. Mining and Mine Operation must meet the following setbacks.

| Setback Requirements for Mining and Mine Operation | | | | | | | |
|----------------------------------------------------|-----------------|--------|--------|--------|--------|--------|------|
| Required Setbacks where permitted | Adjacent Zoning | | | | | | |
| | RE | RC | RP | R | CC | GC | ID |
| From Property Line | 50' | 1,000' | 300' | 1,000' | 1,000' | 300' | 100' |
| From Existing Residential Structures* | N/A | N/A | 1,000' | N/A | N/A | 1,000' | N/A |

*Residential structures existing when submittal deemed complete.

The applicant has provided a site plan prepared by Davis & Floyd, which shows a 58-acre area for excavation operations. The site plan shows the area of excavation will be setback 1000' from the property line adjacent to the 2 properties that are zoned Residential (only one of these properties has a house on it – the other is vacant) and 1000' from the 2 houses that are located on adjacent properties zoned Rural Preservation. Additionally, the area of excavation will be setback 300' from both Pine Level Church Road and Heritage Road. Berms will be provided as part of the screening plan along Heritage Road and Pine Level Church Road. The berms will be built 250' away from each road. Other buffers include a 50' buffer from all wetlands. There are a couple of wetland areas on site totaling approximately 65 acres.

Davis & Floyd prepared a technical memo that addresses the truck and traffic plan. The truck route will be on Pine Level Church Road and not on Heritage Road. The predicted number of trucks will be 75 – 85 trucks a day with 7 – 9 trucks entering and exiting during am and pm peak hours. The property owner intends to control dust with sweepers and water trucks. The mining operation will take place Monday – Friday from 6:00 am – 4:00 pm.

Recommendation: The Planning Commission reviewed this application at their June 10, 2025 Planning Commission Meeting and recommended denial of the request to have the property designated as Resource Extraction. Dr. Butler opposed the motion to deny the re-zoning request because she felt the application should be forwarded to the County Council with no recommendation along with a suggestion for County Council to consider addressing hours of operation, noise, dust control, a conservation easement, and setting up a fund to make road repairs if any are needed, in case the Council were to consider approval of the re-zoning request.

Attachments:

1. Application by the applicant
2. Ordinance
3. Technical Memorandum by Davis & Floyd
4. Site Plan by Davis & Floyd showing area of excavation, setbacks, buffers, berms, adjacent property owners, etc.

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: O-2025-23

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property consisting of approximately 264.53 acres and bearing Jasper County Tax Map Number 052-00-03-012, from the Rural Preservation Zone to the Resource Extraction Zone on the Jasper County Official Zoning Map; And Other Matters Relating Thereto

WHEREAS, the owner of a parcel consisting of approximately 264.53 acres bearing Jasper County Tax Map Number 052-00-03-012, and located at the southeast intersection of Heritage Road and Pine Level Church Road has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Rural Preservation Zone to the Resource Extraction Zone; and

WHEREAS, the property owner submitted such request to the Jasper County Planning Commission and Jasper County Council in accordance with the County's rules and procedures for rezoning; and

WHEREAS, Jasper County planning staff recommended approval of the rezoning request under the terms of a report delivered to the Jasper County Planning Commission; and

WHEREAS, the Jasper County Planning Commission disagreed with the recommendation of the staff report, and took action to recommend denial of the rezoning request to Jasper County Council; and

WHEREAS, the Jasper County Council has reviewed the staff report, the recommendation for denial from the planning commission, and the comments discussed and described at the public hearing held on August 18, 2025, and on the basis of such review has determined to authorize the rezoning request under the terms of this approval Ordinance.

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

1. Jasper County Council finds that in accordance with the staff report, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 264.53 acres, bearing Jasper County Tax Map Number 052-00-03-012, located at the southeast corner of Heritage Road and Pine Level Road and depicted on the Jasper County Official Zoning Map in the Rural Preservation Zone is hereby transferred to the Resource Extraction Zone.
2. This ordinance shall take effect upon approval by Jasper County Council at third reading.

W. J. Rowell, III
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: #2025-23

First Reading: July 21, 2025
Second Reading: February 2, 2026
Public Hearing: August 18, 2025
Enacted: _____

Considered by the Jasper County Planning Commission at it's meeting on

June 10, 2025 and recommended for denial.

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

Pope Flynn, LLC

Date



Jasper County Planning Department

358 Third Avenue - Post Office Box 1659
Ridgeland, South Carolina 29936
Phone (843) 717-3650 Fax (843) 726-7707

Zoning Map Amendment Application

| | |
|--------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Owner or Owner-Authorized Applicant: | HIERS PINE LEVEL, LLC (c/o Ryan Lyle, PE) |
| Address: | Davis & Floyd, Inc. 2712 Bull Street, Suite A Beaufort SC, 29902 |
| Telephone: | 843-379-2222 |
| Email: | rlyle@davisfloyd.com |
| Property Address or Physical Location: | Southeast corner of SC Hwy 3 & Pine Level Church Rd |
| Tax Map Number(s) | 052-00-03-012 |
| Gross Acreage: | 264.53 ac |
| Current Zoning | RP (RURAL PRESERVATION) |
| Proposed Zoning: | RE (RESOURCE EXTRACTION) |
| Administrative Fee: (\$300 per lot) except for PDD applications | \$300.00 |
| Date Mailed or Hand Delivered: | 5/19/2025 |
| Reason for Request: (attach narrative if necessary) | REZONING TO PERMIT SAND MINE OPERATION |

 5/19/2025

Signature of Owner or Owner-Authorized Applicant
(Proof of owner-authorization required)

Date

Internal Use Only

| | |
|-------------------------|--|
| Date Received: | |
| Amount Received: | |
| Staff Member: | |

Revised 6/1/23

Zoning Map Amendment Application Narrative

The property owner of tax map parcel # 052-00-03-012 located at the southeast intersection of Hermitage Road (S-3) and Pine Level Church Road requests that the parcel be rezoned to Resource Extraction from Rural Preservation in pursuit of constructing a sand/clay mine. All applicable state and federal permits will also be obtained prior to construction.

The proposed mine will occupy 58 acres of the 264-acre parcel. The required buffers and setbacks from existing wetlands (50'), adjacent properties (300'), and nearby residential zoning (1,000') will be maintained. Once mineral extraction is completed the mine will be reclaimed to a freshwater pond in accordance with SCDES requirements. Plans showing the proposed and mine and reclamation pond are attached.

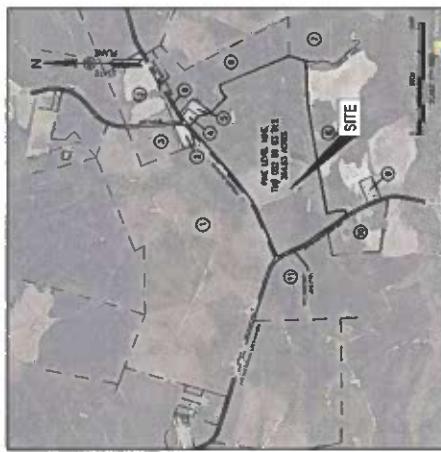
The material will be removed from the site by a licensed contractor. Typical construction equipment including but not limited to bulldozers, excavators, and dump trucks will be utilized. Operations will take place from 8 am to 5 pm, Monday through Friday. On-site dust monitoring and control will be achieved with sweepers and water trucks.

Prior to construction the SCDES Mining Permit and NPDES permit will be obtained. The slope mining method utilizing rim ditches, berms, and sediment basin will be employed to control run-off to ensure compliance. Additionally, a 50' wetland buffer will be observed at all times to ensure there are no impacts to existing wetlands located on the site.

Trucks will leave the site via Hermitage Road (S-3), a SC DOT maintained paved highway rated for truck traffic. Hermitage Road connects US Highway 278 and US Highway 601. These highways will allow the contractor to haul materials to various locations utilizing only major highways.

PINE LEVEL MINE

J. H. HIERS CONSTRUCTION, LLC
HERITAGE ROAD GRAYS, SC



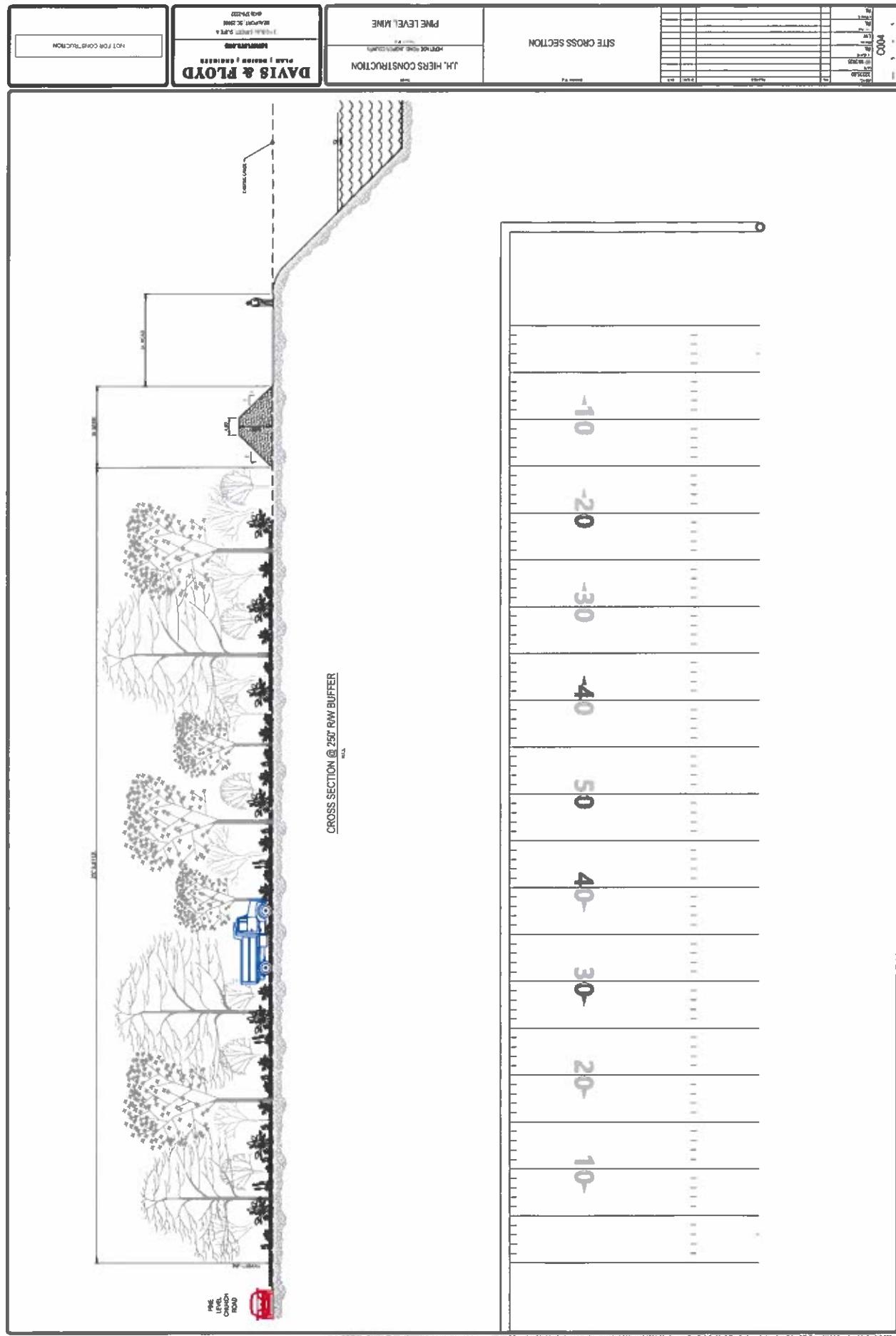
VICINITY MAP

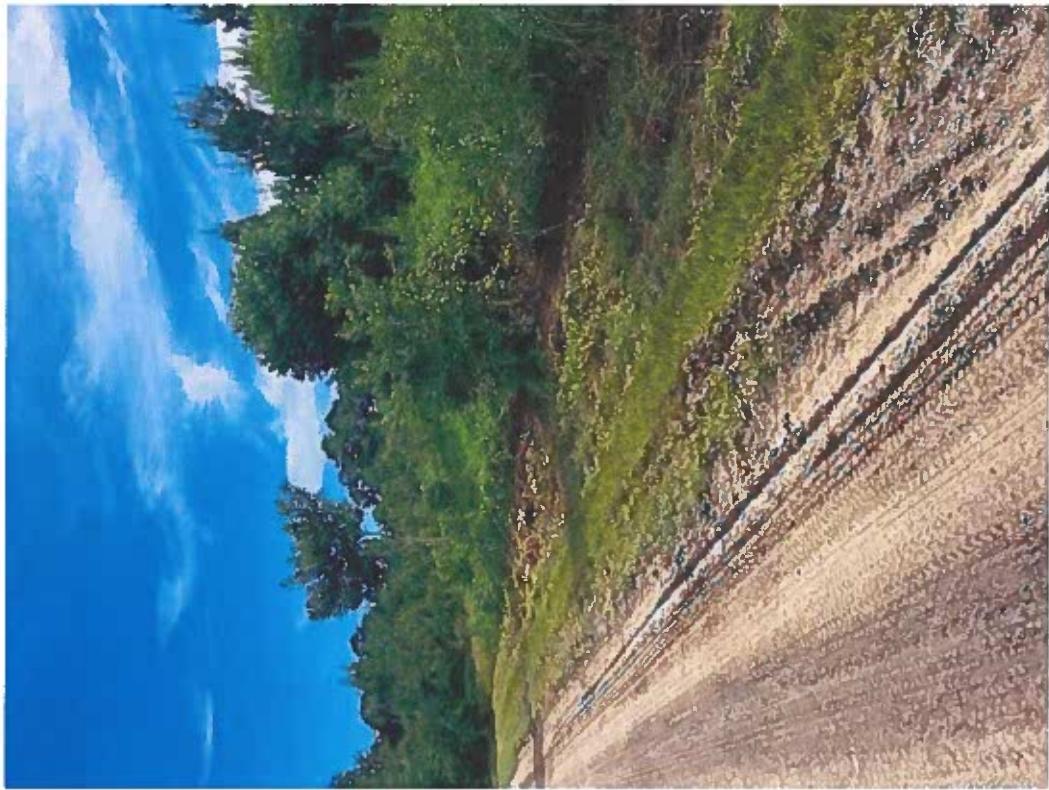


LOCATION MAP

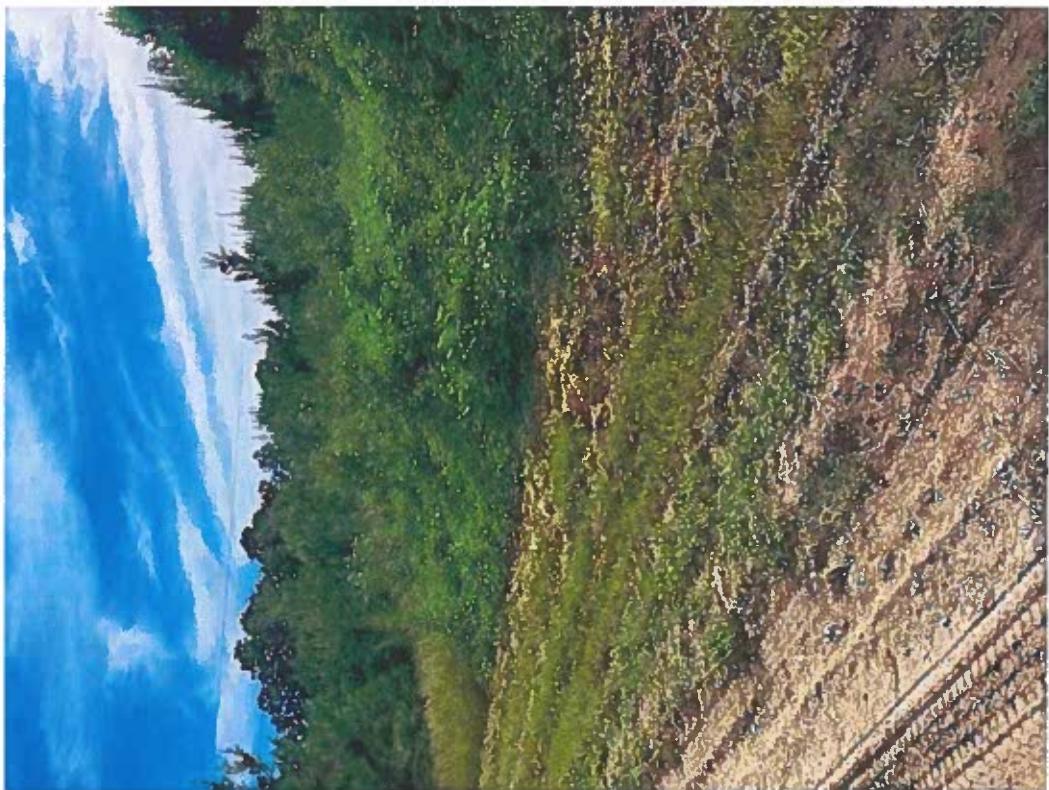


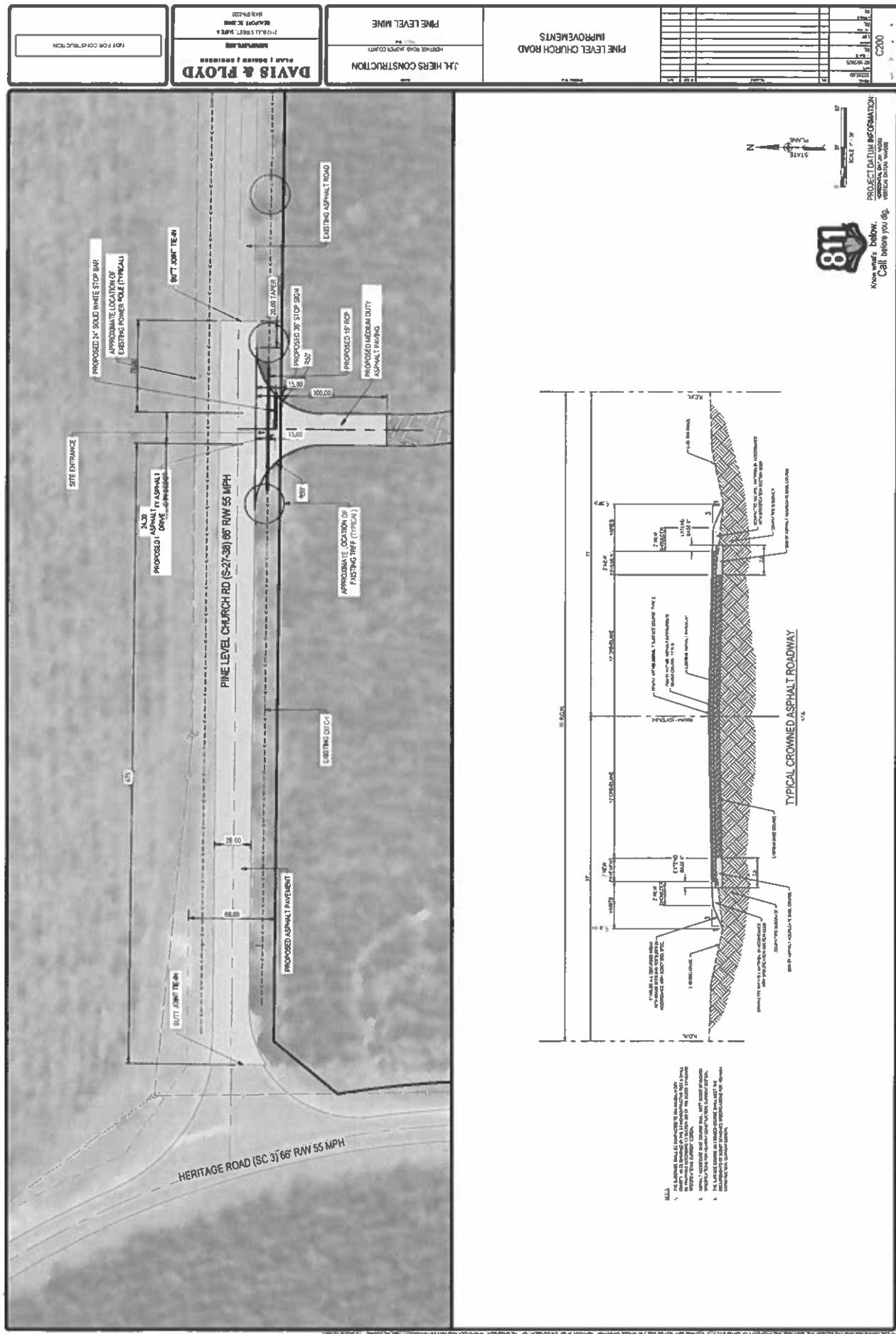
Know What's Below.

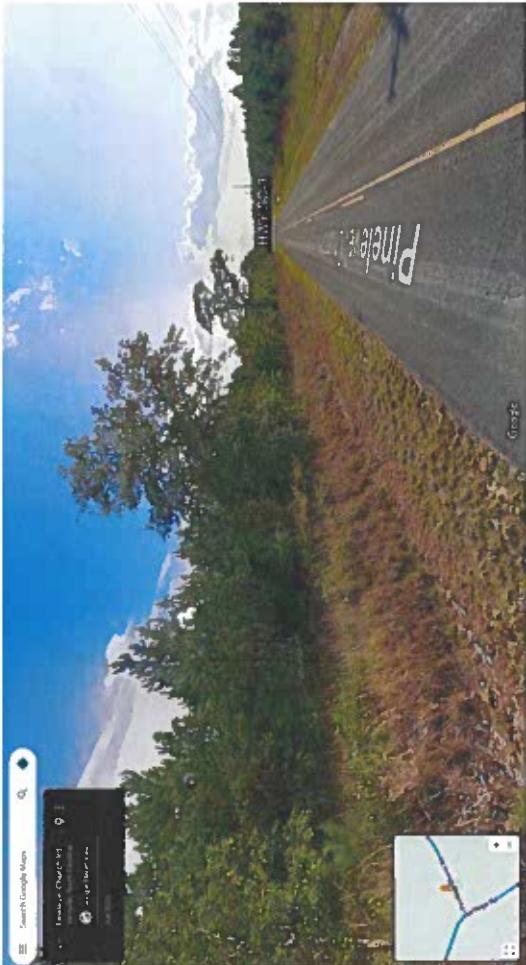




EXAMPLES OF PROPOSED EARTHEN BERM







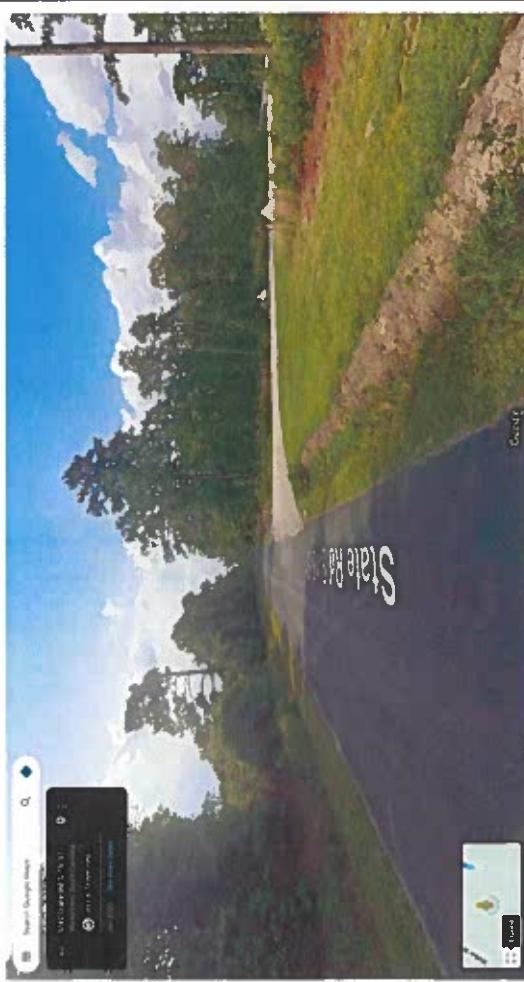
PINELEVEL CHURCH ROAD FACING WEST
AT PROPOSED ENTRANCE DRIVEWAY



BEACH ROAD MINE ENTRANCE FACING EAST



PINELEVEL CHURCH ROAD FACING EAST
AT PROPOSED ENTRANCE DRIVEWAY



BEACH ROAD MINE ENTRANCE FACING NORTH

AGENDA

ITEM # 10C

This agenda item contains a Staff Report, but the Ordinance information for this item was not available for placement in the agenda e-packet



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: | February 2, 2026 |
| Agenda Item: | 10.C – Ordinance 2026-_____ |
| Project: | Jasper County Greenbelt Program |
| Request: | Consideration of the 1st Reading of an Ordinance establishing the Jasper County Greenbelt Program as mandated in the 2024 Referendum on Transportation Sales and Use Tax within Jasper County. |
| Action Needed: | Approval of 1 st Reading of the Ordinance |
| Recommendation: | Approval of 1 st Reading of an Ordinance establishing the Jasper County Greenbelt Program as mandated in the 2024 Referendum on Transportation Sales and Use Tax within Jasper County. |

Description:

The County Council of Jasper County recognizes the need to protect natural resources, protect agricultural or heritage landscapes, and protect scenic corridors by purchasing lands for conservation, purchasing Conservation Easements, creating passive Greenspace, creating active Greenspace and conserving Property which is deemed essential to the County's quality of life. The County Council has provided for the imposition of a one percent (1%) sales and use tax pursuant to SC Code of Laws Title 4, Chapter 37 Section 30, approved by Jasper County voters on November 5, 2024. On November 18, 2024, County Council passed Resolution #R-2024-41 of the County Council of Jasper County Declaring Results of the Referendum on Transportation Sales and Use Tax, establishing funding for Transportation Projects and Greenbelts.

Staff Recommendation:

Approval of 1st Reading of an Ordinance establishing the Jasper County Greenbelt Program as mandated in the 2024 Referendum on Transportation Sales and Use Tax within Jasper County.

Attachment(s):

Ordinance 2026-_____

AGENDA

ITEM # 10D



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: | February 2, 2026 |
| Agenda Item: | 10.D – Ordinance # O-2026-07 |
| Project: | Cypress Ridge Business Park Land Sale – PLC Development |
| Request: | Consideration of the 1 st Reading of an Ordinance to Authorize Jasper County to Convey, through a fee simple sale, 5 Acres of Real Estate Owned by Jasper County located in the Cypress Ridge Business Park to PLC Development. |
| Action Needed: | Approval of 1 st Reading of the Ordinance |
| Recommendation: | Approval of 1 st Reading of an Ordinance to Authorize Jasper County to Convey, through a fee simple sale, 5 Acres of Real Estate Owned by Jasper County located in the Cypress Ridge Business Park to PLC Development. |

Description:

The Southern Carolina Economic Development Alliance has negotiated a sale of five (5) acres in the Cypress Ridge Business Park to PLC Development. PLC Development represents a soft drink distributor that will purchase the property. The site is located on Cypress Ridge Drive, across from the northern T-Intersection at the rear of the Park. This purchase is fee simple. There are no tax incentives associated with the purchase. Price is \$40,000 per acre.

Staff Recommendation:

Approval of 1st Reading of an Ordinance to Authorize Jasper County to Convey, through a fee simple sale, 5 Acres of Real Estate Owned by Jasper County located in the Cypress Ridge Business Park to PLC Development.

Attachment(s):

Ordinance # O-2026-07

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

Ordinance 2026-

AN ORDINANCE
OF JASPER COUNTY COUNCIL

**To authorize Jasper County to convey real estate owned by
Jasper County being located in the Cypress Ridge Industrial
Park.**

WHEREAS, Jasper County is the owner of real property, consisting of five acres, more or less, and lying within the Cypress Ridge Industrial Park, Jasper County, South Carolina. Said property is a +/-5.0 acre portion of Tax Map Number 067-00-01-010 and is further described in "Exhibit A" attached.

WHEREAS, Jasper County is vested with the authority to sell, or otherwise dispose of real and personal property, pursuant to Title 4, Chapter 9, of the S.C. Code of Laws §4-9-30(2).

WHEREAS, Jasper County Council recognizes the need to encourage economic growth within the region, including, but not limited to, bringing in new businesses, growing industrial and job opportunities and increasing investments into the region for the benefit of citizens both in Jasper County as well as the entire region .

WHEREAS, Jasper County Council believes that it would be in the best interest of Jasper County citizens as well Jasper County commerce to have the subject +/-5.0 acre portion of the Cypress Ridge Industrial Park sold to a commercial business for the purposes of promoting the goals of economic growth and furthering the initiative to bring more industry into Jasper County and the region;

NOW THEREFORE, BE IT ORDAINED by the Jasper County Council duly assembled and by the authority of same and as provided by the South Carolina Legislature, as follows:

1. Jasper County Council approves the conveyance of title for the subject real estate being described in "Exhibit A" and being further shown and depicted in an aerial photo, "Exhibit B", attached hereto. Title shall convey subject to any and all applicable covenants, restrictions, easements or otherwise being of record with the Jasper County, South Carolina Office of the Register of Deeds; and

2. That a survey will be completed on the subject property that will more accurately describe and depict the subject property prior to any closing and said plat shall be referenced in the deed of conveyance to the Purchaser of said property; and
3. That Jasper County Council authorizes its Administrator to execute any and all documents to facilitate the transfer of title for the purposes stated herein and pursuant to the terms and conditions as outlined in a Purchase and Sale Agreement between Jasper County and the Purchaser of the land.

W. J. Rowell, III
Chairman

Wanda H. Giles
Clerk to Council

Ordinance: 2026-

First Reading: 02.02.2026
Second Reading:
Public Hearing:
Third Reading:
Adopted:

**“Exhibit A”
Property Description**

A +/-5.0 ACRE PORTION OF:

All that certain piece, parcel or tract of land, situate, lying and being in Jasper County, South Carolina and consisting of 19.09 acres, more or less, and being shown as Parcel B on that certain Plat prepared at the request of Jasper County by Thomas G. Stanley, Jr., PLS, dated December 22, 2003 and recorded in Plat Book 27 at Page 80 in the Office of the Register of Deeds for Jasper County, South Carolina. For a more particular description as to courses, distances, metes and bounds, reference is made to the aforementioned plat of record.

A PORTION OF: 048-00-01-005 0000

“EXHIBIT B”
Aerial Photo

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the “**Agreement**”) by and between JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter “**Seller**”), and **PLC DEVELOPMENT, LLC**, a South Carolina limited liability company, and/or its Assigns (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:

1. 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 5.0 acres, more or less, being a portion of Tax Parcel number of 048-00-01-005, as generally depicted on Exhibit “A” attached hereto and by this reference made a part hereto, located in the Cypress Ridge 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**”).

2. Purchaser desires to purchase the Property.

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:

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

4. **Purchase Price; Earnest Money.**

4.1 **Purchase Price.** The purchase price for the Property shall be Two Hundred Thousand and No/100 Dollars (\$200,000.00) (“**Purchase Price**”), to be paid as follows:

a. \$5,000.00 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. \$195,000.00, 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.

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

4.3 **Earnest Money.**

Within ten (10) days of the Effective Date, Purchaser will deposit with Howell, Gibson & Hughes, P.A. (the "Escrow Agent"), by wire transfer or check, the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (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. It is acknowledged that Howell, Gibson & Hughes, P.A. is acting as both Escrow Agent and Seller's attorneys. Inasmuch as the Escrow Agent's duties are ministerial, Purchaser and Seller, after disclosure and an opportunity to seek independent legal advice, hereby waive any conflict of interest and agree that Howell, Gibson & Hughes, P.A. shall not be disqualified from acting as the Seller's attorney in this or any of the other transactions contemplated herein; i.e., the purchase and sale of the Property.

5. Survey.

Within the Due Diligence Period, Buyer will commission, at Buyers's sole expense, a survey of the +/- 5.0 acre parcel of land (described in paragraph 1 of Recitals above) (the "**Survey**") by a registered South Carolina surveyor of Buyer's choice. 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. Seller shall have twenty days after delivery of the Survey for approval to assert any objections to the Survey. In the event that Seller, in its sole discretion, is dissatisfied with any matter set forth on the Survey, Seller 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 Purchaser on or prior to the expiration of the Closing Date. Upon receipt of such objection, Purchaser shall have a period of five (5) business days to elect (i) to cure the matter in a manner satisfactory to Seller prior to Closing or (ii) to notify Seller it will not cure the matter in a manner satisfactory to Seller 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).

6. 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 \$500.00 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 \$500.00 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.

7. **Closing.**

7.1 **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), but in no event beyond April 30, 2026. The date on which Closing occurs shall be referred to as the "**Closing Date**".

7.2 **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 2025 shall not be pro-rated, as County-owned property is exempt.

7.3 **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.

7.4 Closing Documents.

7.4.1 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), 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.

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

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

8. 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 waste, 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.

9. 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.

10. General Provisions.

10.1 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.

10.2 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.

10.3 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.

10.4 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, 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:

PLC Development, LLC
1943 Hoffmeyer Road
Florence, SC 29501
Attention: Christopher H. Scott
E-mail:

With a copy to:

Email: _____

If to Seller:

Jasper County Administrator
Andrew P. Fulghum
358 Third Ave, Suite 306-A (Street Only)
PO Box 1149 (Mailing)
Ridgeland, SC 29936
afulghum@jaspercountysc.gov

With a copy to:

Thomas A. Bendle, Jr.
Seller's Attorney
P.O. Box 40
Beaufort, SC 29901
tbendle@hghpa.com

10.5 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.

10.6 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.

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

10.8 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.

10.9 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.

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

10.11 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.

10.12 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.

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

10.14 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.

11. THE PARTIES ACKNOWLEDGE 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 and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation

By: _____
(SEAL)

Name: Andrew P. Fulghum

Its: County Administrator

Date:

PURCHASER:

PLC Development, LLC

By: _____

Name: Christopher H. Scott

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:

Howell, Gibson & Hughes, P.A.

By: _____

Name: Thomas A. Bendle

Title: Attorney

EXHIBIT A
Legal Description
(Preliminary)

A +/-5.0 ACRE PORTION OF:

All that certain piece, parcel or tract of land, situate, lying and being in Jasper County, South Carolina and consisting of 19.09 acres, more or less, and being shown as Parcel B on that certain Plat prepared at the request of Jasper County by Thomas G. Stanley, Jr., PLS, dated December 22, 2003 and recorded in Plat Book 27 at Page 80 in the Office of the Register of Deeds for Jasper County, South Carolina. For a more particular description as to courses, distances, metes and bounds, reference is made to the aforementioned plat of record.

A PORTION OF: 048-00-01-005 0000

ADDENDUM # 1 TO AGREEMENT OF PURCHASE AND SALE

The Agreement of Purchase and Sale (“Agreement”) entered into by and between JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter “Seller”), and **PLC Development and/or its Assigns**, 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.

SELLER:

JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation

By: _____
(SEAL)

Name: Andrew P. Fulghum

Its: County Administrator

Date:

SIGNATURES CONTINUE ON
FOLLOWING PAGE

PURCHASER:

PLC Development, LLC

By: _____

Name: Christopher H. Scott

Its: _____

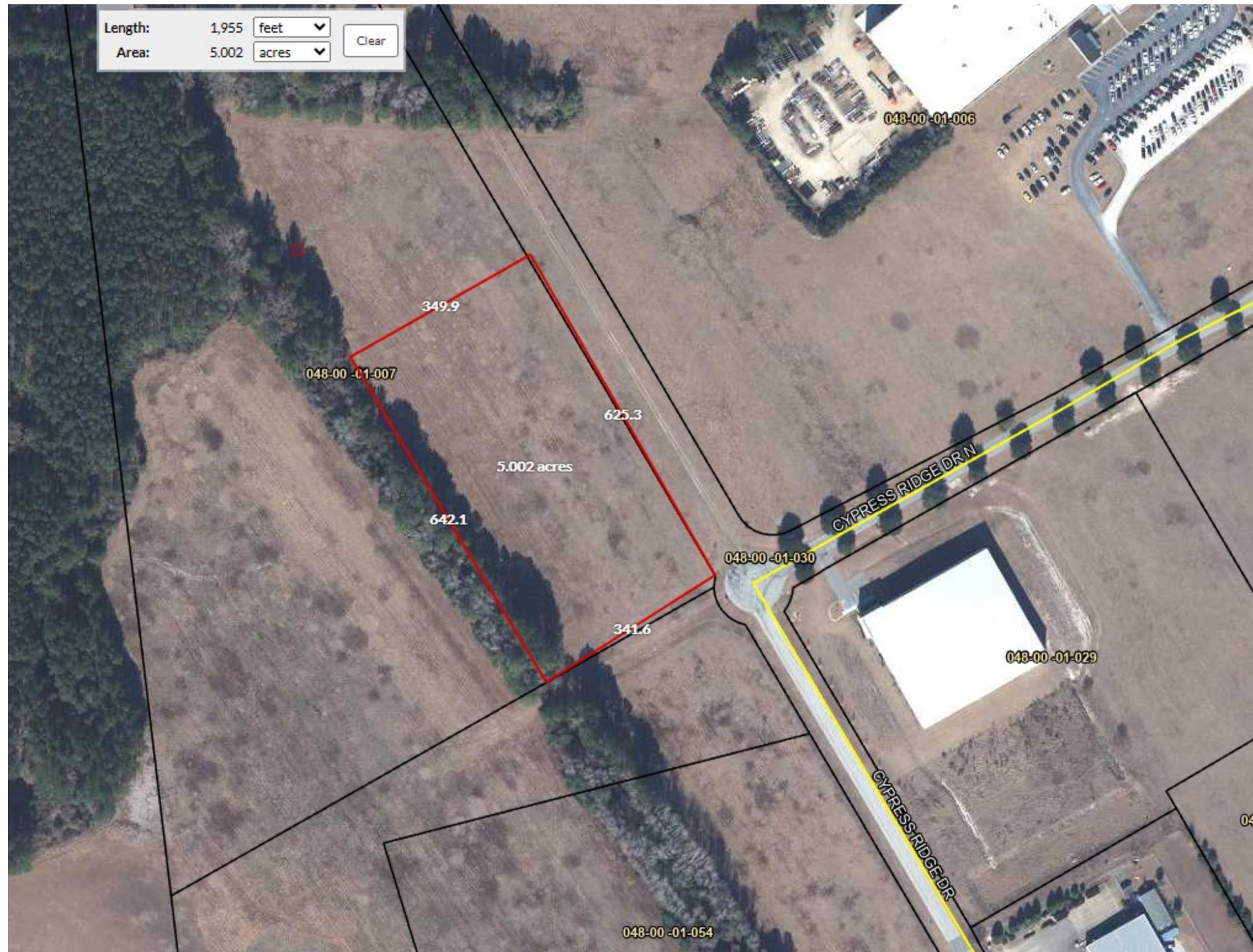
Date:

Ratified by Jasper County Council in accordance with a Resolution or First Reading of an Ordinance passed on _____, 2026.

Jasper County Council

By: _____
W. J. Rowell, III, Chairman

Length: 1,955 feet Area: 5.002 acres



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: | February 2, 2026 (delayed from the January 20, 2026 meeting) |
| Agenda Item: | 10.E – Ordinances |
| Project: | Special Projects – Beaufort Jasper Housing Trust, Inc. |
| Request: | Consideration of the 1st Reading of an Ordinance to Authorize Jasper County to Convey, through a Donation, Real Estate Owned by Jasper County located at 2547 Argent Blvd., Hardeeville to Beaufort Jasper Housing Trust, Inc. |
| Action Needed: | Approval of 1 st Reading of Ordinance |
| Recommendation: | Approval of 1 st Reading of an Ordinance to Authorize Jasper County to Convey, through a Donation, Real Estate Owned by Jasper County located at 2547 Argent Blvd., Hardeeville to Beaufort Jasper Housing Trust, Inc. |

Description:

Jasper County recognizes the need for additional affordable housing throughout the County, including its municipalities and towns. Jasper County is the owner of real property having the Tax Map Number 067-00-01-010, also known as a portion of the Cherry Point Fire Station Tract, located at 2547 Argent Blvd., Hardeeville, South Carolina. Jasper County Council believes that it would be in the best interest of Jasper County citizens as well Jasper County commerce to have the subject property donated to Beaufort Jasper Housing Trust, Inc. for the purposes of providing additional affordable housing in Jasper County.

Staff Recommendation:

Approve 1st Reading of an Ordinance to approve Jasper County Council to convey title for the subject real estate, subject to any and all applicable covenants and restrictions.

Attachment(s):

Draft Ordinance 2026-_____
Draft Title to Real Estate
Survey Plat (Tract "B")
Vicinity Map

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

Ordinance # O-2026-08

AN ORDINANCE
OF JASPER COUNTY COUNCIL

To authorize Jasper County to convey, through a donation, real estate owned by Jasper County located at 2547 Argent Blvd., Hardeeville to Beaufort Jasper Housing Trust, Inc.

WHEREAS, Jasper County is the owner of real property having the Tax Map Number 067-00-01-010, also known as a portion of the Cherry Point Fire Station Tract, located at 2547 Argent Blvd., Hardeeville, South Carolina; and

WHEREAS, Jasper County recognizes the need for additional affordable housing throughout the County, including its municipalities and towns; and

WHEREAS, throughout Jasper County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations creating difficulties in attracting and retraining well trained and highly qualified employees; and

WHEREAS, the donation of the aforementioned land owned by Jasper County would assist in alleviating the affordable housing needs within the County and would greatly benefit the general public, specifically, the citizens of Jasper County; and

WHEREAS, Beaufort Jasper Housing Trust, Inc. is a not for profit organization organized in the State of South Carolina whose mission is to create and preserve workforce and affordable housing in Beaufort and Jasper Counties; and

WHEREAS, Jasper County Council believes that it would be in the best interest of Jasper County citizens as well Jasper County commerce to have the subject property donated to Beaufort Jasper Housing Trust, Inc. for the purposes of providing additional affordable housing in Jasper County;

NOW THEREFORE, BE IT ORDAINED by the Jasper County Council duly assembled and by the authority of same and as provided by the South Carolina Legislature, as follows:

1. Jasper County Council approves the conveyance of title for the subject real estate being further described in that certain Title to Real Estate

attached hereto as "Exhibit A", subject to any and all applicable covenants and restrictions; and

2. That the conveyance is subject to that certain reverter clause contained within the deed attached hereto; and
3. That Jasper County Council authorizes its Administrator to execute any and all documents to facilitate the transfer of title for the purposes stated herein and pursuant to the terms and conditions as outlined in "Exhibit A".

W.J. Rowell, III
Chairman

Wanda H. Giles
Clerk to Council

Ordinance: **O-2026-08**

First Reading: 01.26.2026
Second Reading:
Public Hearing:
Third Reading:
Adopted:

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

Pope Flynn, LLC

Date

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

Title to Real Estate
"Exhibit A"

(Please do not write above this line – Reserved for Register of Deeds Office)

Prepared by: Howell Gibson and Hughes PA
Post Office Box 40
Beaufort, SC 29901-0040

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF JASPER)

KNOW ALL MEN BY THESE PRESENTS:

THAT, JASPER COUNTY, ("GRANTOR"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to it in hand paid at and before the sealing of these presents BEAUFORT JASPER HOUSING TRUST, INC., a not for profit registered in the State of South Carolina, with an address of 1211 Newcastle Street, Beaufort, South Carolina 29902 ("GRANTEE"), in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do hereby grant, bargain, sell, and release unto the said BEAUFORT JASPER HOUSING TRUST, INC. in fee simple, the following described real property, to-wit:

SEE ATTACHED PROPERTY DESCRIPTION AS EXHIBIT "A"

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging to or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the BEAUFORT JASPER HOUSING TRUST, INC.

WITNESS our hand and seal this _____ day of _____, 2026.

Signed, Sealed and Delivered

In the Presence of:

JASPER COUNTY

Print Name:

(SEAL)

Andrew P. Fulghum
Its: Administrator

Print Name:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, _____ do hereby certify that Andrew P. Fulghum, duly authorized representative of Jasper County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. I further certify and affirm that the witnesses hereto are not parties to or beneficiaries of this transaction.

Witness my hand and official seal this _____ day of _____, 2026.

Notary Public of South Carolina
My Commission Expires:

EXHIBIT "A"

ALL that piece, parcel or lot of land located in the City of Hardeeville, Jasper County, State of South Carolina containing 6.05 acres, more or less, and being shown and designated as "Tract B" on that certain plat prepared by Boyce L. Young, PLS No. 11079 with Thomas & Hutton Engineering Co. dated November 15, 2007 and having been recorded with the Jasper County Office of the Register of Deeds on July 7, 2008 in Plat Book 31 at Page 140-140. For a more complete description as to metes, courses, bounds and distances, reference may be had to said plat.

DMP: 067-00-01-010

This property is conveyed subject to any and all applicable covenants, restrictions, easements, or otherwise, being of record with the Jasper County Office of the Register of Deeds, including, but not limited to, any easements held by Beaufort-Jasper Water & Sewer Authority, Central Electric Power Cooperative, and Santee Cooper Electric as shown on that certain plat or record with the Jasper County Office of the Register of Deeds in Plat Book 31 at Page 140-140.

This property being further conveyed upon the condition and covenant that the Grantee shall use the subject property for public purposes only, including for the purposes of constructing and providing affordable housing to the citizens for which the Grantee serves.

REVERTER:

In the event that the Grantee ceases to utilize the subject property for purposes other than for the purpose for which it was donated, and the land no longer provides a benefit of the public or serves a public purpose, including providing affordable housing, then the subject property shall automatically revert to the Grantor.

This deed was prepared by the law offices of Howell, Gibson and Hughes, PA, Post Office Box 40, Beaufort, SC 29901-0040 without a current survey and without title examination or certifications.

AGENDA

ITEM # 10F

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2026-06

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

**APPROVING THE TRANSFER OF CUSTODY, MANAGEMENT
AND OPERATION OF THE JASPER COUNTY DETENTION
CENTER TO THE JASPER COUNTY SHERIFF PURSUANT TO
S.C. CODE § ANN. 24-5-12, AND OTHER MATTERS RELATED
THERETO.**

WHEREAS, Jasper County, South Carolina (the “County”), acting through the Jasper 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 office of the Sheriff of Jasper County (the “Sheriff”) is an elected constitutional office created by Article V, Section 24 of the South Carolina Constitution; and

WHEREAS, the Jasper County Detention Center, located at 12008 North Jacob Smart Blvd, Ridgeland, SC 29936, (the “Detention Center”), serves as the county jail for purposes of Chapter 5 of Title 24 of the Code of Laws of South Carolina 1976, as amended (the “SC Code”); and

WHEREAS, Section 24-5-10 of the SC Code vests custody of the county jail in the Sheriff and imposes upon the Sheriff the duty to safely keep persons lawfully detained therein; and

WHEREAS, Section 24-5-12 of the SC Code authorizes the county sheriff, upon approval of the governing body of the county, to devolve all powers and duties relating to the custody of the county jail on the governing body of the county, notwithstanding Section 24-5-10 or any other provision of law; and

WHEREAS, Section 24-5-12 of the SC Code further provides that, once such powers and duties have been devolved to the governing body of the county, custody of the jail remains with the governing body unless, by mutual agreement and approval of the sheriff, the governing body devolves its powers and duties relating to custody of the county jail back to the sheriff; and

WHEREAS, although the County has historically operated the Detention Center, the County Council has determined that the Sheriff is well suited to assume responsibility for its operation; and

WHEREAS, the County Council and the Sheriff have been working cooperatively toward the transfer of custody, management, and operation of the Detention Center to the Sheriff; and

WHEREAS, County Council and the Sheriff have determined and mutually agree that custody of the Detention Center, as provided in Section 24-5-10 of the SC Code, should be vested in and exercised by the Sheriff, and that County Council should devolve its powers and duties relating to custody of the Detention Center to the Sheriff, which the Sheriff agrees to accept, pursuant to Section 24-5-12 of the SC Code.

NOW, THEREFORE, BE IT ORDAINED by the Jasper County Council, the governing body of Jasper County, South Carolina as follows:

Section 1. Ratification of the Findings

The Council ratifies and confirms the findings of fact recited herein about.

Section 2. Transfer of Custody, Management and Operation of Detention Center

(a) Pursuant to Section 24-5-12 of the SC Code, the County Council hereby devolves and transfers to the Sheriff all powers and duties relating to the custody, management, and operation of the Jasper County Detention Center, including responsibility for the care, custody, and control of persons lawfully detained therein. The County Council's mutual agreement and approval of such devolution and transfer is evidenced by the enactment of this Ordinance.

(b) The transfer of custody and operational authority provided for herein shall not limit, impair, or otherwise affect County Council's authority under Section 4-9-30 of the SC Code to fund and make appropriations for the operation of the Jasper County Detention Center, nor shall it affect the County's ownership of the Detention Center or the real property, buildings, fixtures, and physical improvements comprising the facility.

Section 3. Acceptance of Custody, Management and Operation of the Detention Center

(a) Pursuant to Section 24-5-12 of the SC Code, the Sheriff hereby accepts from the County Council all powers and duties relating to the custody, management and operation of the Jasper County Detention Center, including responsibility for the care, custody, and control of persons lawfully detained therein. The Sheriff's mutual agreement and approval of such acceptance is evidenced by the Sheriff's signature, affixed to this Ordinance.

(b) The Sheriff shall be responsible for the daily management and operation of the Detention Center, including, but not limited to the care, custody, and control of persons lawfully detained therein; facility security; hiring, evaluation, discipline, and termination of Detention Center employees; appointment of a facility manager; and all

other actions necessary for the operation of the Detention Center as authorized by local, state or federal law.

(c) The Sheriff shall operate the Detention Center within appropriations approved by County Council and in compliance with County policies except where those policies conflict with the Sheriff's constitutional or statutory authority.

Section 4. Date of Transfer; Ratification

County Council hereby ratifies, confirms, and approves Emergency Ordinance No. O-2026-04, enacted on January 14, 2026, temporarily transferring operation and management of the County Detention Center to the Sheriff. County Council further confirms that the transfer of authority, responsibility, and control for the operation and management of the County Detention Center to the Sheriff occurred and was effective as of 8:00 a.m., Monday, January 12, 2026, and all actions taken from and after that time to assume and carry out such operation and management are hereby ratified, confirmed, and approved.

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. Effective Date.

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

DONE AND ENACTED IN COUNCIL ASSEMBLED, this ____th day of
_____ 2026.

Jasper County, South Carolina

William Joseph Rowell, III, Chairman
Jasper County Council

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

Interim County Attorney

ORDINANCE: #O-2026-06

First Reading: 01.20.2026
Second Reading: 02.02.2026
Third Reading: _____

Pursuant to Section 24-5-12 of the SC Code, as the duly elected Sheriff of Jasper County, South Carolina, I hereby approve, assent to, and accept the transfer of custody, control, and operational authority over the Jasper County Detention Center from Jasper County Council, as provided in Ordinance No. ____, as evidenced by my signature below.

Chris Malphrus, Jasper County Sheriff

AGENDA

ITEM # 10G



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

Hunter Smiley
Planner
hsmiley@jaspercountysc.gov

Jasper County Council

Staff Report

| | |
|------------------------|-----------------------------------------------------------------------------------------------------|
| Meeting Date: | February 2, 2026 |
| Project: | Zoning Map Amendment – Industrial Development |
| Applicant: | Sky Blue Aviation |
| Tax Map Number: | 062-20-01-002; 062-20-01-006; 062-21-01-002 |
| Submitted For: | Action |
| Recommendation: | Planning Commission recommends approval to have the properties designated as Industrial Development |

Description: This is a zoning map amendment request to have three parcels designated as Industrial Development. The subject properties consist of 0.6 acres, 1.2 acres, and 2.74 acres and are located along Grays Hwy. All three properties are currently zoned Residential and are a part of the airport, which is owned by Jasper County. The applicant would like to re-zone the properties so that the airport will be legally conforming and zoned correctly to support future growth.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation,” which are areas of Jasper County that seek to protect and promote the character of Jasper County that largely exists today outside of the municipality. Some development characteristics of Rural Conservation are preserving key landscape features and thoughtfully placing new development in existing landscape.
- **Adjacent Zoning:** The adjacent parcels are zoned Industrial Development, Residential, and Rural Preservation. All other parcels owned by the county that are located within the airport’s limits are zoned as Industrial Development. The property is also adjacent to the town limits.
- **Adjacent Land Use:** Adjacent land uses are vacant and residential.

- **Traffic and Access:** The subject properties are accessed and have frontage on Grays Highway, except for one parcel in the back that is accessed by airport property. Grays Highway is a two-lane paved road, maintained by SCDOT and is classified as a rural minor arterial road.

Planning Commission Recommendation: The Planning Commission reviewed this application at their January 13, 2026 meeting and recommends approval of the request to have all three properties designated as Industrial Development.

Attachments:

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

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #2026-_____

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend the Official Zoning Map of Jasper County so as to transfer three properties located along Grays Highway, 1) bearing Jasper County Tax Map Number 062-20-01-002 consisting of 0.60 acres from the Residential Zone to the Industrial Development Zone; and 2) bearing Jasper County Tax Map Number 062-20-01-006 consisting of 1.20 acres from the Residential Zone to the Industrial Development Zone; and 3) bearing Jasper County Tax Map Number 062-21-01-002 consisting of 2.74 acres from the Residential Zone to the Industrial Development Zone on the Jasper County Official Zoning Map.

WHEREAS, A Zoning Map Amendment request was submitted to the Planning Commission to have three parcels bearing Jasper County Tax Map Number 062-20-01-002, consisting of approximately 0.60 acres, Jasper County Tax Map Number 062-20-01-006, consisting of approximately 1.20 acres and Jasper County Tax Map Number 062-21-01-002 consisting of 2.74 acres, all being located along Grays Highway, changed from the Residential Zone to the Industrial Development Zone on the Official Zoning Map of Jasper County; and

WHEREAS, the request was duly submitted to the Jasper County Planning Commission and Jasper County Council in accordance with the County's rules and procedures for rezoning; and

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

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 0.60 acres bearing Jasper County Tax Map Number 062-20-01-002 depicted on the Jasper County Official Zoning Map in the Residential Zone, and approximately 1.20 acres bearing Jasper County Tax Map Number 062-20-01-006 depicted on the Jasper County Official Zoning Map in the Residential Zone, and approximately 2.74 acres bearing Jasper County Tax Map Number 062-21-01-002 depicted on the Jasper County Official Zoning Map in the Residential Zone, shall be transferred to the Industrial Development Zone.

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

W. J. Rowell, III
Chairman

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE 2026 - _____
First Reading: February 2, 2026
Second Reading: _____
Public hearing: _____
Adopted: _____

Considered by the Jasper County Planning Commission at its meeting on

January 13, 2026 and recommended for approval.

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

Interim Jasper County Attorney

Date





AGENDA

ITEM # 10H



Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659
Ridgeland, South Carolina 29936
Phone (843) 717-3650 Fax (843) 726-7707

Lisa Wagner, CFM
Director of Planning & Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

| | |
|------------------------|----------------------------------------------------------------------------------------------------------------------|
| Meeting Date: | February 2, 2026 |
| Project: | Text Amendment – Jasper County Land Development Regulations, Article 10, <i>Stormwater Management</i> Section 10.2.B |
| Submitted For: | 3 rd Reading |
| Recommendation: | Planning Commission recommends approval |

Description: This agenda item is a proposed amendment to the Jasper County Land Development Regulations, Article 10.2.B, *Stormwater Management*. Article 10.2.B #4 provides an exemption from certain provisions of the current stormwater design standards, stormwater plan review procedures, and stormwater inspection and maintenance agreements for new developments located in existing subdivisions that have a previously approved stormwater master plan.

Presently, the County receives applications for land development in stormwater master planned subdivisions that were approved as far back as 20 to 30 years ago. Due to growth within the County and surrounding areas, several drainage issues have arisen within subdivisions having previously approved stormwater master plans. These drainage issues include high peak water surface elevations in wet ponds and lack of maintenance of subdivision stormwater infrastructure.

A minor change was made to the ordinance which will require a new commercial site located in an existing subdivision where the stormwater infrastructure was already approved and constructed to meet the current stormwater regulations and any future stormwater regulations that may be adopted by Jasper County. This change addresses Mr. Kemp's comment and Mr. Flynn has reviewed the ordinance and provided the appropriate language.

Analysis: Jasper County's current stormwater ordinance was adopted in October 2011. The purpose of the stormwater regulations is to protect, maintain, and enhance the public health, safety, and general welfare by establishing requirements and procedures to control the adverse effects of increased stormwater runoff associated with future development, re-development, and existing developed land. The proposed ordinance would amend the following section of Article 10, *Stormwater Management* of the Jasper County Land Development Regulations (new language is shown in red):

Article 10.2.B

B. The following activities **described and listed below** are exempt from Sections 10.4, 10.5, 10.6, and 10.7. Exempt activities remain subject to the remaining articles herein and to Section 3 of the Jasper County Stormwater Management Design Manual.

1. New development that involves the creation of less than 5,000 square feet of impervious cover and less than 10% total site impervious area or that involves less than one-half acre of total land disturbing activities.
2. Redevelopment that involves the addition of less than 5,000 square feet of impervious cover and less than 10% total site impervious area or that involves less than one half acre of total land disturbing activities.
3. New development or redevelopment activities on individual residential lots that are not part of a larger common plan of development and do not meet any of the applicability criteria listed above.
4. New development of commercial **a site (or sites)** located in a major subdivision that was **(or were)** previously approved and for which the stormwater infrastructure has been constructed **in accordance with stormwater requirements adopted by Jasper County Council and then in effect.**
5. Additions or modifications to existing single-family homes that do not meet any of the applicability criteria listed above. However, soil erosion best management practices shall be used.
6. Land disturbing activities that are undertaken exclusively for agricultural purposes within areas zoned for agricultural land use. Not exempt is the construction of an agricultural structure that creates 5,000 square feet or more of impervious cover or that involves other land disturbing activities of one-half acre or more shall be subject to this article.
7. Land disturbing activities that are undertaken exclusively for silviculture purposes within areas approved for silviculture land use. Federal and State silviculture best management practice must be followed.
8. Maintenance and repairs of stormwater management practices deemed necessary by the DSR.

Planning Commission Recommendation: Planning Commission reviewed this proposed ordinance at their December 16, 2025 Planning Commission Meeting and recommends approval of the proposed amendment to Article 10.2.B of the Jasper County Land Development Regulations as outlined above, which removes the complete exemption, but allows a conditional exemption.

Attachments:

1. Ordinance

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2026-03

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend Article 10 of the Jasper County Land Development Regulations, *Stormwater Management*, Section 10.2.B, *Applicability and Exemptions*, to provide a conditional exemption for new commercial development located in a major subdivision that was previously approved and for which the stormwater infrastructure has been constructed; And Other Matters Relating Thereto

WHEREAS, the Jasper County Land Development Regulations Ordinance, as codified at Appendix B of the Jasper County Code of Ordinances (the “Development Regulations”), provides regulations for the harmonious, orderly, and progressive development of land within Jasper County, South Carolina (the “County”); and

WHEREAS, Article 10 of the Development Regulations entitled “*Stormwater Management*” is intended to protect, maintain, and enhance public health, safety, and general welfare by establishing requirements and procedures to control the adverse effects of increased stormwater runoff associated with future development, re-development, and existing developed land; and

WHEREAS, the Jasper County Planning Department has identified the need to amend Article 10:2.B of the Development Regulations to provide a conditional exemption for new commercial development located in a major subdivision that was previously approved and for which the stormwater infrastructure has been constructed; and

WHEREAS, Jasper County Planning Department prepared a staff report that recommended certain amendments to Article 10.2.B of the Development Regulations to address the foregoing stormwater requirements; and

WHEREAS, the Jasper County Planning Commission concurred with the recommendations of the staff report and by action taken on December 16, 2025 recommended the amendment for approval by Jasper County Council, as the governing body of the County (the “Council”); and

WHEREAS, the proposed amendment to the Development Regulations is now before the Council for determination and approval;

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

1. The Council confirms and ratifies the recital and findings hereinabove.
2. The Council has reviewed the staff report and the recommendation of the Planning Commission, and based on the foregoing, Council is determined to amend Section 10.2.B “*Applicability and Exemptions*” in Article 10 of the Development Regulations entitled “**Stormwater Management**”, as follows (added language is marked in **red italics**, stricken language is marked with a ~~strike-through~~):

10:2.B Applicability and Exemptions.

B. The ~~following~~ activities ***described and listed below*** are exempt from Sections 10.4, 10.5, 10.6, and 10.7. Exempt activities remain subject to the remaining articles herein and to Section 3 of the Jasper County Stormwater Management Design Manual.

1. New development that involves the creation of less than 5,000 square feet of impervious cover and less than 10% total site impervious area or that involves less than one-half acre of total land disturbing activities.
2. Redevelopment that involves the addition of less than 5,000 square feet of impervious cover and less than 10% total site impervious area or that involves less than one half acre of total land disturbing activities.
3. New development or redevelopment activities on individual residential lots that are not part of a larger common plan of development and do not meet any of the applicability criteria listed above.
4. New development of *a* commercial ***site (or sites)*** located in a major subdivision that was ***(or were)*** previously approved and for which the stormwater infrastructure has been constructed ***in accordance with stormwater requirements adopted by Jasper County Council and then in effect.***

5. Additions or modifications to existing single-family homes that do not meet any of the applicability criteria listed above. However, soil erosion best management practices shall be used.

6. Land disturbing activities that are undertaken exclusively for agricultural purposes within areas zoned for agricultural land use. Not exempt is the construction of an agricultural structure that creates 5,000 square feet or more of impervious cover or that involves other land disturbing activities of one-half acre or more shall be subject to this article.

7. Land disturbing activities that are undertaken exclusively for silviculture purposes within areas approved for silviculture land use. Federal and State silviculture best management practice must be followed.

8. Maintenance and repairs of stormwater management practices deemed necessary by the DSR.

3. This ordinance shall take effect upon approval by the Council.

W. J. Rowell, III
Chairman

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE #O-2026 - 03

First Reading: January 5, 2026

Second Reading: January 11, 2026

Public hearing: January 20, 2026

Enacted: February 2, 2026

Considered by the Jasper County Planning Commission at its meeting on

December 16, 2025 and recommended for approval.

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

Pope Flynn, LLC

Date

AGENDA

ITEM # 11

Administrative Report



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tiwilliams@jaspercountysc.gov

Administrator's Report February 2, 2026

1. Transition to New Interim County Attorney:

I will provide a brief update on efforts to transition to the new firm of Burr Forman for ongoing general counsel legal services.

2. Review of Special County Council Meetings and Workshops for 2026:

I will provide a spreadsheet and review any pending meetings that have been agreed to or set.

3. Exit 3 Escrow Account:

The latest escrow account status sheet follows this report.

###

The County Administrator's Progress Report and any miscellaneous correspondence, agendas, and minutes follow this report.

Exit 3 Escrow

| Draw Request | Date Received | Amount | Date Approved | TOTAL | APPROVED | REMAINING |
|-------------------------|---------------|------------------------|---------------|-----------------|-----------------|-----------------|
| 1 | 7/10/2023 | 85,630.21 | 7/21/2023 | | | |
| 2 | 7/10/2023 | 312,539.98 | 7/21/2023 | | | |
| 3 | 7/10/2023 | 27,829.37 | 7/21/2023 | \$ 3,400,000.00 | \$ 1,797,971.63 | \$ 1,602,028.37 |
| 4 | 7/10/2023 | 37,685.99 | 7/21/2023 | | | |
| 5 | 8/1/2023 | 97,741.59 | 8/4/2023 | | | |
| 6 | 9/28/2023 | 171,127.78 | 10/5/2023 | | | |
| 7 | 11/7/2023 | 153,223.54 | 11/8/2023 | | | |
| 8 | 11/7/2023 | 74,560.88 | 11/8/2023 | | | |
| 9 | 12/13/2023 | 27,461.78 | 12/19/2023 | | | |
| 10 | 1/22/2024 | 30,181.24 | 1/26/2024 | | | |
| 11 | 2/13/2024 | 18,492.67 | 2/20/2024 | | | |
| 12 | 3/18/2024 | 57,804.87 | 3/22/2024 | | | |
| 13 | 4/9/2024 | 154,113.48 | 4/9/2024 | | | |
| 14 | 5/8/2024 | 114,161.57 | 5/13/2024 | | | |
| 15 | 6/11/2024 | 99,697.42 | 6/14/2024 | | | |
| 16 | 7/15/2024 | 101,048.74 | 7/22/2024 | | | |
| 17 | 8/14/2024 | 30,180.64 | 8/22/2024 | | | |
| 18 | 11/6/2024 | 68,377.27 | 11/7/2024 | | | |
| 19 | 11/6/2024 | 7,004.80 | 11/7/2024 | | | |
| 20 | 1/21/2025 | 16,830.75 | 1/25/2025 | | | |
| 21 | 3/6/2025 | 14,186.95 | 3/12/2025 | | | |
| 22 | 3/4/2025 | 3,564.61 | 3/4/2025 | | | |
| 23 | 7/15/2025 | 12,209.96 | 7/24/2025 | | | |
| 24 | 9/8/2025 | 19,101.84 | 9/15/2025 | | | |
| 25 | 9/8/2025 | 25,378.03 | 9/15/2025 | | | |
| 26 | 11/21/2025 | 22,307.30 | 12/4/2025 | | | |
| 27 | 1/20/2026 | 15,528.37 | 1/20/2026 | | | |
| | | | | % spent | 52.88 | |
| | | | | % remaining | 47.12 | |
| | | | | | 100.0 | |
| INVOICED TO DATE | | \$ 1,797,971.63 | | | | |



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

Progress Report January 21, 2026 – February 2, 2026

1. Proposed County-wide Rural Fire District:

Met with Mr. Flynn, Ms. Burgess, Chief Wells, and Ms. Waite on Jan. 21 to discuss millage reallocation and prep. for the Jan. 26 County Council meeting.

Met with Mr. Flynn, Ms. Burgess, and representatives of USDA-RD on Jan. 22 to discuss existing USDA-RD loan debt on the Marsh Cove Fire Station.

2. Legal Services Transition:

Met with new legal team from Burr Forman on Jan. 22. The Burr Forman team will be serving in the capacity as the County's new Interim County Attorney. Discussed projects, timelines, and the transition process.

3. 2024 Jasper County Transportation Sales Tax Program:

Scheduled to attend a meeting with County staff, SCDOT staff, and the program manager on Jan. 28 to discuss an Intergovernmental Agreement (IGA) between SCDOT and the County.

Scheduled to attend meeting with County staff, City of Hardeeville staff, and SCDOT staff on Jan. 30 re: US-278 (Exit 8 to John Smith Road) Project.

4. Economic Development Projects:

Scheduled to meet with Messrs. Larson, Boykin, and Romano on Jan. 28 for a review of all active economic development projects. Met with a land broker and developer re: proposed residential development near the Town of Ridgeland. Directed the developer to the Town of Ridgeland.

5. Exit 3:

Attended meeting with City of Hardeeville representatives and the developer team on Jan. 23. Relayed the status of the project to the County Council on Jan. 26.

6. Other Meetings/Events Attended or Scheduled to Attend:

Special meeting and workshop of the County Council on Jan. 26., and the 2024 Jasper County Sales Tax Advisory Committee meeting on Jan. 30.

BOARD OF DIRECTORS

John B. White, Jr., *Chairman*

Senator C. Ross Turner, III

Representative Fawn Pedalino

André Bauer

Marilyn Hatley

David B. Shehan

Max K. Metcalf

South Carolina
Transportation Infrastructure Bank



955 Park Street
Room 120 B
Columbia, SC 29201
P: (803) 737-2825
Fax: (803) 737-2014

January 23, 2026

VIA EMAIL

Andrew P. Fulghum
County Administrator
Jasper County
afulghum@jaspercountysc.gov

Joshua Gruber
City Manager
City of Hardeeville
jgruber@hardeevillesc.gov

Re: Exit 3

Dear Mr. Fulghum and Mr. Gruber:

This letter is written in response to your letter to me dated January 20, 2026, concerning the City and County's request for additional financial assistance of \$15,187,290. As I wrote you on December 19, 2025, the South Carolina Transportation Infrastructure Bank Board believes the Exit 3 Project has significant benefits for the State of South Carolina. In furtherance of this support, the Bank already has voted and committed \$91,191,806 in financial assistance to the Project. In fact, in 2024, the Bank Board agreed to provide an additional grant of \$35,000,000 and favorably agreed to amend the terms of the loan. While approving the additional financial assistance, the Bank Board made itself clear, no additional funding would be forthcoming. This message has been delivered numerous times to the representatives of the Project, including my letter on December 19, 2025. To repeat, the Bank does not intend to provide any additional funding beyond its current commitment to the Project.

As we all know, the South Carolina Department of Transportation (SCDOT) wants a funding plan by the parties by January 28, 2026. Since time is of the essence, once the County, City, and owner/developer establish the sources of revenues to cover the funding gap, the Bank's staff will be available to work with the parties to meet the SCDOT's deadline. I trust the parties will be able to get the funding plan finalized to get this Project over the finish line.

Sincerely,

A handwritten signature in blue ink that reads "John B. White, Jr." The signature is fluid and cursive.

John B. White, Jr.

Chairman, SC Transportation Infrastructure Bank

cc: SCTIB Board Members
Secretary Justin Powell
Mikell Harper
Doug Smith



January 20, 2026

Mr. John B. White
Chairman
South Carolina Transportation Infrastructure Bank
955 Park Street
PO Box 191
Columbia, South Carolina 29202-0191

Re: Exit 3 and Parkway North - Second Supplemental Financial Assistance Request

Dear Chairman White,

Reference is made to (i) that certain award letter dated July 16, 2020 issued by the South Carolina Transportation Infrastructure Bank (the "Bank") pursuant to which the Bank agreed, subject to the terms and conditions therein, to provide to the City of Hardeeville, South Carolina (the "City") and Jasper County, South Carolina (the "County" and together with the City, the "Project Sponsors") a grant in the amount of up to \$28,095,903 (the "Original Grant") and a loan in the amount of up to \$28,095,903 (the "Loan") to construct a new interchange on I-95, and (ii) that certain award letter dated December 10, 2024 issued by the Bank pursuant to which the Bank agreed, subject to the terms and conditions therein, to provide the Project Sponsors an additional grant in excess of the Original Grant in the amount of up to \$35,000,000 (the "Additional Grant") and to revise certain terms of the Loan. Please be advised that SLF III – Hardeeville, LLC has transferred all of the real property located in the TIF and MID Districts to entities with South Carolina investors and managed by GHS Management (the "Owner"). This Second Supplemental Financial Assistance Request has been prepared as a joint effort among the Project Sponsors and the Owner.

Based on bids received by the South Carolina Department of Transportation (the "DOT") on December 9, 2025 for the construction of the Exit #3 Proper Project and bids received by the City on January 9, 2026 for the construction of the Parkway North Project, the costs of the Exit #3 Proper Project and the Parkway North Project are \$23,810,466 more than the sources of funding available for these projects (the "Funding Gap"), all as more particularly shown on the Cost Comparison Analysis compiled by the Owner and submitted herewith¹. Due to DOT's decision to rebid the Exit #3 Proper Project and, in part, to the negotiations by

¹ The Project Sponsors note that the costs escalations are not unique to these projects as evidenced by the recent announcement by Governor McMaster that he is requesting any additional \$1.1 billion for the South Carolina Department of Transportation to complete roadway projects. As reported in the Post and Courier, "*seven ongoing highway projects with funds already attached to them are rapidly outgrowing their existing budgets. According to DOT, the cost of projects like the widening of Interstate 26 between Charleston and Columbia have increased by about \$1 billion since 2022, while other projects — like the widening of Interstate 95 from the Georgia border to the rebuilding of Columbia's Malfunction Junction — have seen cost increases of 132 percent and 33 percent, respectively, in a similar timespan.*"

the City and the Owner with potential contractors and to the Owner's willingness to provide Borrow Excavation for the Exit #3 Proper Project as described below, the total costs of the Exit #3 Proper Project and the Parkway North Project have been substantially reduced from the original bids for these projects received in May and June of 2025.

To address the Funding Gap, the DOT has conditionally agreed that the Bank, the Project Sponsors and the Owner shall not be obligated to pay the construction management fee for the Exit #3 Proper Project in the amount of \$6,823,176, and the City has agreed to make a cash contribution in the amount of \$1,800,000. These additional sources reduce, but do not completely erase the Funding Gap; the remaining shortfall of available funds is \$15,187,290 (the "Shortfall").

To make the Exit #3 Proper Project and the Parkway North Project a reality, the Project Sponsors respectfully request that the Bank provide financial assistance to fund the Shortfall as follows:

1. Award a third grant to the Project Sponsors in the amount of \$8,623,176, to be reduced dollar-for-dollar² for any Federal or State grants or contributions received by the Project Sponsors to the extent available to be used to pay the Shortfall. The Owner team has provided assurances to the Project Sponsors that the Owner will continue to seek Federal and State additional sources of funding that may be available to the Project Sponsors.
2. Increase the principal amount of the Loan by \$6,564,114 (such that the total principal amount of the Loan is \$34,660,017), increase the term of the Loan to 30 years and extend the Carry-over Amount Period to the first January 1 occurring after the sixth anniversary of the first advance under the Loan; provided, such \$6,564,114 increase in the principal amount of the Loan shall be reduced dollar-for-dollar by the principal amount of any loan obtained by a Project Sponsor from the South Carolina Rural Infrastructure Authority, the proceeds of which are available to pay for the costs of the Parkway North Project.

To provide more specifics regarding the Funding Gap and the pro rata sharing of costs, and as detailed in the enclosed Cost Comparison Analysis compiled by the Owner, at the time of the approval of the Original Grant, the estimated total costs of the Exit #3 Proper Project, the Parkway North Project and the Parkway South Project (collectively, the "Projects") were \$82,460,624³, of which the Bank would have funded 68% of such costs and the Local Match would have been 32% of such costs. As shown on the Cost Comparison Analysis, the current estimated total costs of the Projects are \$188,737,870, and the Local Match is \$75,535,598 (consisting of (i) the County cash contribution in the amount of \$13,500,000, (ii) the City cash contribution in the amount of \$1,800,000, (iii) the Owner cash contribution to fund the Parkway North Project in the amount of \$3,250,000, (iv) the costs of the Parkway South Project being provided by the Owner in the amount of \$34,467,334, (v) the value of the Exit #3 Proper Project and the Parkway North Project right of ways being contributed by the Owner in the amount of not less than \$5,523,082, and (vi) costs incurred by the Owner in connection with various agreements and acquisitions to satisfy wetlands and other permitting requirements in the amount of \$16,995,182). If the Bank agrees to the Project Sponsors additional grant and Loan modification requests set forth in this letter, the Bank's share of the funding will be reduced to approximately 56.4% of the total costs and the Local Match will be increased to approximately 40% of

² Such reductions shall occur after any reductions to the Additional Grant.

³ The cost of the Parkway South Project always has been deemed an integral part of the Exit #3 Proper Project and the Parkway North Project roadway system and always has been included as part of the Local Match, including in the application submitted to the Bank by the Project Sponsors, in the original award by the Bank in 2020, in the award by the Bank in 2024 and in all discussion and documents related to financial assistance to be provided by the SIB.

the total costs.⁴ The remaining approximately 3.6% of the total costs would be the \$6,823,176 construction management fee for the Exit #3 Proper Project that would not be paid by the Bank, the Project Sponsors or the Owner.

Please note that all federal and State permits for the Exit #3 Proper Project and the Parkway North Project have been obtained, all of the Projects are "shovel ready," and it is anticipated that construction will commence immediately after all applicable documents are executed.

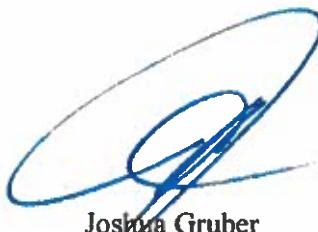
Given the bids for the Exit #3 Proper Project and the Parkway North Project have been received and must be awarded and documents signed by January 28, 2025, time is of the essence, so your prompt attention to this matter is greatly appreciated.

Please do not hesitate to contact Joshua Gruber at jgruber@hardeevillesc.gov /(843) 784-2350 or Andrew Fulghum at afulghum@jaspercountysc.gov /(843) 717-3690 with any questions or if you need or desire additional information.

Sincerely,



Andrew P. Fulghum
County Administrator
Jasper County



Joshua Gruber
City Manager
City of Hardeeville

⁴ The Owner is willing to provide 1,280,000 cubic yards of Borrow Excavation to be used for the construction of the Exit #3 Proper Project thereby reducing the total costs of the Projects by approximately \$25,600,000 (the per cubic yard excavation cost in the original bid for the Exit #3 Proper Project was approximated \$40 and is approximately \$19 after giving effect to the Owner's willingness to provide Borrower Excavation). This reduction in costs is NOT included in the cost sharing percentages described above. If such Borrower Excavation were included in such cost sharing percentages, the Local Match would fund approximately 47.2% of the total costs.

AGENDA

ITEM # 12

Councilmember

Comments and

Discussion