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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, January 5, 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 WORKSHOP AND MEETING

Jasper County Clementa C. Pinckney Government Building
358 Third Ave., Ridgeland, SC. 29936

Monday, January 5, 2026

AGENDA

5:30 PM : Workshop

- Review proposed Jasper Telfair Development

6:00 PM: Council Meeting

➤ Please silence your phones during the Meeting.

1. Call the Council Meeting to Order by Chairman Kemp

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. Election of Officers:

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

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.

5. CONSENT AGENDA ITEMS:

A) Approval of the Minutes of the 8.13.2025 Special Called Meeting and the Minutes of the 08.13.2025 Workshop.

B) Consideration of the **3rd Reading** of Ordinance [#O-2025-32](#) an Ordinance Authorizing The Execution And Delivery of a Special Source Revenue Credit Agreement By and Between Jasper County, South Carolina And Palmetto Plastics Innovations LLC, a Company Also Known as Project Pilgrimage, With Respect to Certain Economic Development Property in the County, Whereby Such Property Will Receive Certain Special Source Credits; and Other Matters

Related Thereto. (1st reading 10.20.2025; Public Hearing 11.17.2025; 2nd reading 12.01.2025)
(Project Pilgrimage)

This is the end of the Consent Agenda Items.

6. APPROVAL OF THE REGULAR AGENDA:

7. 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.

8. RESOLUTIONS

A) **Kimberly Burgess** – Consideration of Resolution [#R-2026-01](#) relating to the Business and Licensure of Peddlers and Hawkers.


B) **Eric Larson** - Consideration of Resolution [#R-2026-02](#) a Resolution of Jasper County, South Carolina County Council Directing Beaufort-Jasper Water and Sewer Authority to Allocate Local Government Partnership Program Funding Toward Water Resiliency and Infrastructure Projects; Authorizing the County Administrator to Execute and Deliver All Required Documentation to Memorial the County's Agreement and Participation in BJWSA's Funding Program; and other matters related thereto.


C) **Earl Bostick and Kimberly Burgess** - Consideration of Resolution [#R-2026-03](#) a Resolution of Jasper County, South Carolina County Council for the Emergency Procurement of a 1.5 Petabyte Network Attached Storage (NAS) Solution for the Jasper County Information Technology Department and the Emergency Services Department and matters related thereto.

D) **Kimberly Burgess** - Consideration of Resolution [#R-2026-04](#) a Resolution of Jasper County, South Carolina County Council to reject the bids received on December 11, 2025, at 2:00 PM in response to IVTB #2025-16, SJP Walkway, Pavilion Gazebo, Refurbish, and matters thereto.

9. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

A). **Lisa Wagner** – **Public Hearing** and Consideration of the **2nd Reading** of Ordinance [#O-2026-01](#) to amend the Official Zoning Map of Jasper County so as to transfer two properties located along Pearlstine Drive, 1) bearing Jasper County Tax Map Number 080-00-03-044 consisting of 4.12 acres from the Mixed Business Zone to the Industrial Development Zone; and 2) bearing Jasper County Tax Map Number 080-00-03-121 consisting of 0.82 acres from the General Commercial Zone to the Industrial Development Zone on the Jasper County Official Zoning Map. (1st Reading 12.15.2025) -
Here is a link to this item information: [Re-zoning Pearlstine Dr](#)

B) **Lisa Wagner** - **Public Hearing** and Consideration of the **2nd Reading** of Ordinance **#O-2026-02** to amend the Official Zoning Map of Jasper County so as to transfer a property located at **282 Nelsons Court**, bearing Jasper County Tax Map Number 039-00-09-004, consisting of 5.0 acres from the Residential Zone to the Rural Preservation Zone on the Jasper County Official Zoning Map. (1st Reading 12.15.2025) - **Here is a link to this item information:**  [Re-zoning Nelsons Court](#)


C) **Lisa Wagner** - **Public Hearing** and 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) – **Here is a link to this item information:**  [Heirs DA](#)

Here are the links to the current regulations for Jasper County:

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

D) **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)) – **Here is a link to this item information:**  [Heirs Rezoning](#)

E) **Lisa Wagner** - Consideration of **1st Reading** of an Ordinance 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.

F) **Kimberly Burgess** – Consideration of the **3rd Reading** of Ordinance **#O-2025-37** to Provide for the Issuance and Sale of Not to Exceed \$150,000,000 General Obligation Bonds of Jasper County, South Carolina Pursuant to the Authority and Direction of the Favorable Results of the Referendum Conducted on November 5, 2024; to Prescribe the Purposes for which the Proceeds Shall Be Expended; to provide for the Payment Thereof; and Other Matters Relating Thereto. (1st Reading 11.17.2025; Public hearing and 2nd Reading 12.15.2025)

G) **Wanda Giles** – Consideration of the Approval of the 2026 Jasper County Council Meeting Schedule.

10. Administrator's Report

11. Councilmember Comments and Discussion

12. Executive Session SECTION 30-4-70.

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

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body, or the appointment of a person to a public body – (1) **Attorney**; (2) **SCA Representation**

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.

13. Return to Open Session

14. 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.

15. Adjournment:

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

AGENDA

WORKSHOP ITEM

Jasper Telfair Planned Development District (PDD) & Development Agreement (DA)

Council Member Summary – January 5 Workshop

The Jasper Telfair project is a roughly 30-acre tract located at the intersection of US Highway 17 and SC Highway 315 that is zoned General Commercial, which by right allowed a wide range of higher-impact commercial uses. Through the Planned Development District and Development Agreement process, the County and the developer agreed to significantly narrow and control what can occur on the site, limiting development to employment-oriented industrial and warehousing uses while excluding residential development, retail sprawl, adult-oriented businesses, liquor-focused uses, and other nuisance uses that were previously permitted under base zoning. The Development Agreement provides the County with predictability and enforceable standards, while the PDD ensures the project is developed in a coordinated, planned manner consistent with long-term land-use and infrastructure goals.

Final PDD consideration was conditioned on completion of an updated Traffic Impact Study that incorporates the most current information related to Jasper County's voter-approved road referendum and approximately \$850 million in planned roadway, bridge, and infrastructure investments. While the PDD currently limits access on SC Highway 315 to right-in/right-out movements based on earlier traffic analysis, the updated Traffic Impact Study evaluated current and future conditions and demonstrated that full access on Highway 315 would operate at acceptable levels of service when accounting for planned roadway improvements; no amendment to the PDD is being requested at this time, but this finding confirms that the approved access configuration is conservative and well within safe operational limits. The updated study was reviewed by the County's third-party traffic consultant, accepted by staff, and the project's traffic generation and use assumptions were also reviewed and approved by the South Carolina Department of Transportation traffic engineer Josh Johnson, confirming consistency with state transportation standards and planned improvements.

SUPPORTING EXHIBITS

EXHIBIT A – Jasper Telfair Project Timeline (4 Years in the Making)

- **December 2021** – Property acquired within an Opportunity Zone
- **2021-2023** – Environmental due diligence and wetlands permitting coordination with the U.S. Army Corps of Engineers ("USACE")
- **2023-2024** – Engagement of engineering, planning, and legal teams; site feasibility and concept development
- **September 4th, 2024** – Wetlands mitigation work completed & approved by USACE
- **October 8, 2024** – Planning Commission review; staff recommends approval of PDD and Concept Plan
- **October - November 2024** – Statutorily required public hearings conducted
- **November 18, 2024** – County Council adopts ordinance approving the Development Agreement
- **Late 2024** – Direction received to update Traffic Impact Study due to roadway planning changes
- **October 2025** – Updated Traffic Impact Study prepared, coordinated with SCDOT, and accepted by staff
- **December 2025** – third party TIS reviewer (STANTEC) Approves updated TIS results.
- **January 5, 2026** – Council workshop scheduled to reintroduce project and confirm readiness to proceed for PDD approval.

EXHIBIT B – Challenges Faced and Resolved

Environmental & Regulatory

- Federally regulated wetlands limited early development activity
- Resolution: Corps permitting and mitigation completed after multi-year process

Traffic & Infrastructure

- Roadway expansion planning altered traffic assumptions
- Resolution: Updated Traffic Impact Study incorporating current and future conditions

Land Use Control

- Base General Commercial zoning allowed broad, high-impact uses
- Resolution: PDD and Development Agreement narrowed and controlled permitted uses

EXHIBIT C – What the Project Allows and Does Not Allow

Allowed Uses

- Industrial and warehousing uses
- Logistics and distribution facilities
- Employment-oriented support uses

Prohibited Uses

- Residential development
- Retail shopping centers or big-box retail
- Adult entertainment or sexually oriented businesses
- Liquor-focused or nightlife uses
- Other nuisance commercial uses

EXHIBIT D – Traffic and Access Summary

Access Configuration

- Full access provided on US Highway 17
- Right-in / right-out access only on SC Highway 315 (per PDD policy choice)

Traffic Study Findings

- Updated Traffic Impact Study (dated December 2, 2025) evaluated full build-out conditions
- Intersections operate at acceptable levels of service with improvements
- Developer-funded turn lanes and access controls required

EXHIBIT E – County Protections and Oversight

Development Agreement Protections

- Development fees assessed on a per-square-foot basis as construction occurs (~\$400,000)
- County retains full permitting and inspection authority
- Access limitations and use restrictions are binding

Ongoing Oversight

- Any deviation from approved plans requires County review and approval
- Development proceeds in phases subject to compliance verification

CONSENT AGENDA

ITEM # 5A



JASPER COUNTY COUNCIL **SPECIAL CALLED MEETING**

**Jasper County Clementa C. Pinckney Government Bldg.
358 3rd Avenue, Ridgeland, SC 29936
Wednesday, August 13, 2025
Minutes**

Officials Present: Chairman John Kemp, Vice Chairman Joey Rowell, Councilman Chris VanGeison, Councilman Joe Arzillo and Councilman Gene Ceccarelli

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, Leonard Sansone, and Videographer Jonathan Dunham.

Call to Order:

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.*

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

3. Approval of Agenda

Motion to approve: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

4. Executive Session SECTION 30-4-70.

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

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

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 BASED ON ITEMS FROM THE EXECUTIVE SESSION.

Motion to go into Executive Session: Councilman Arzillo

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

Return to Open Session:

Motion to return to regular session: Councilman Ceccarelli

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

- **4.1 Action coming out of Executive Session – There was no action coming out of Executive Session.**

Adjourn:

Motion to adjourn: Councilman VanGeison

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

For more information on this meeting please go to our YouTube Channel for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA . There are also Closed Captions 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

Chairman, Jasper County Council



JASPER COUNTY COUNCIL **SPECIAL CALLED WORKSHOP**

With the Airport Commission
Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Wednesday, August 13, 2025
Minutes

Officials Present: Chairman John Kemp, Vice Chairman Joey Rowell, Councilman Chris VanGeison, Councilman Joe Arzillo and Councilman Gene Ceccarelli

Staff Present: County Administrator Andrew Fulghum, Leonard Sansone, 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.*

The Pledge to the Flag was given and the Invocation was given by Baylor O'Cain.

Motion to approve the agenda: Councilman VanGeison

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

Mr. Fulghum gave an overview as to where they were. He noted that a new council member, Mr. Ceccarelli, was now on board and that he had been reviewing years of airport history to prepare for current discussions. He also noted that policy that the Council had deferred Resolution # R-2025-47 to discuss at this workshop. Mr. Fulghum noted that Mr. Dean had a response to the proposed resolution which he read or the record discussing some of the following information points such as FAA Mandates, Reversionary Provisions; Hangar Ownership: Counter Lease Terms and similar issues.

Council members expressed concern that current lease payments were insufficient to cover airport expenses such as grass cutting, insurance, and maintenance. The airport budget was discussed, and council members emphasized their obligation to ensure the airport becomes more self-sufficient and fairer to the county's residents. Concerns were raised regarding the ethics of the Airport Commission which are composed largely of hangar owners advising the Council on lease terms that directly benefit them.

After some discussion, the Council and Commission agreed to draft three formal questions to be sent to the FAA to get a "bright line" written response regarding reversionary mandates and lease renewal legality.

The County staff will provide the current lease ordinances and Resolution R2025-47 in Word format to the Airport Commission. The Commission will make "red line" adjustments to propose terms they find acceptable. The Airport Commission would be providing the Council with a list of rental rates they believe are fair and comparable to regional standards. The Council indicated a need to "tidy up" existing and expired contracts, possibly by reviewing them in small batches.

Motion to adjourn: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

For more information on this meeting please go to our YouTube Channel for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA . There are also Closed Captions 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

John A. Kemp
Chairman

CONSENT AGENDA

ITEM # 5B

ORDINANCE NO. O-2025-32

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

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

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

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

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

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

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

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

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

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

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

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

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

and all changes or revisions therein from the form of the SSRC Agreement now before this meeting, and are directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

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

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

DONE, RATIFIED AND ADOPTED this 5th day of January, 2026.

JASPER COUNTY, SOUTH CAROLINA

Chairman's Signature

Chairman, of Jasper County Council

ATTEST:

Wanda Giles, Clerk
Jasper County Council

First Reading: October 20, 2025
Second Reading: December 1, 2025
Public Hearing: November 17, 2025
Third Reading: January 5, 2026

Reviewed for form and draftsmanship by the Jasper County Attorney.

County Attorney

Date

EXHIBIT A

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

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

JASPER COUNTY, SOUTH CAROLINA,

and

PALMETTO PLASTICS INNOVATIONS LLC,
a South Carolina limited liability company

Dated as of January 5, 2026

SUMMARY OF CONTENTS OF SSRC AGREEMENT

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Company Name	Palmetto Plastics Innovations LLC	
Project Location	397 Marble Road, Hardeeville, SC	
Tax Map No.		
SSRC Agreement		
Infrastructure Credit		
• Brief Description	25% for the first five (5) years of the Credit Term and 10% for the remainder of the Credit Term.	3.02(a)
• Credit Term	10 Years	3.02(a)
• Minimum Investment Requirement	\$7,000,000	Article I
• Minimum Jobs Requirement	10 jobs	Article I
• Assessment Ratio	6% (effective rate)	Statutory
• Millage Rate	.459 (2022 FILOT Agreement)	Recitals
Multicounty Park	Agreement for Development of a Joint County Industrial Park between Jasper County and Hampton County dated as of November 11, 2022	Article I
Other Information	Expansion of Manufacturing Facility located at 402 Marble Road, Hardeeville, SC	

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

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

W I T N E S E T H:

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

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

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

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

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

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

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

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

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on January 5, 2026, following a public hearing held on November 17, 2025.

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Ordinance” shall mean the ordinance enacted by the County Council on January 5, 2026, authorizing the execution and delivery of this Agreement.

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

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2.03. Covenants of the County.

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

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

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

ARTICLE III INFRASTRUCTURE CREDITS

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

SECTION 3.02. Infrastructure Credits.

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

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

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

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

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

ARTICLE IV CLAW BACK

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

For the avoidance of doubt, the Claw Back set forth in this Section 4.01 and in Exhibit B apply solely to the benefits provided by the Additional Infrastructure Credits. Any claw back or repayment obligation relating to the benefits provided by the Original Infrastructure Credit shall continue to be governed exclusively by the 2022 FILOT Agreement.

ARTICLE V CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

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

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

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

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

ARTICLE VI DEFAULTS AND REMEDIES

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

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

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

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

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

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

ARTICLE VII MISCELLANEOUS

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

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

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

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

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

SECTION 7.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return receipt requested, restricted delivery, postage prepaid, addressed as follows:

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

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

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

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

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

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

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

SECTION 7.12. Indemnity.

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

(b) The Indemnified Party is entitled to use counsel of its choice and the Company shall reimburse the Indemnified Party for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The

Indemnified Party shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the Indemnified Party within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the Indemnified Party is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

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

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

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

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

SECTION 7.14. Facsimile/Scanned Signature. The Parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the Parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[Remainder of page intentionally left blank]

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

JASPER COUNTY, SOUTH CAROLINA

Chairman's Signature

Chairman of Jasper County Council

[SEAL]

Attest:

Wanda Giles, Clerk to Council
Jasper County, South Carolina

[Signature page 1 to Special Source Revenue Credit Agreement]

PALMETTO PLASTICS INNOVATIONS LLC

By: _____

Name: _____

Title: _____

[Signature page 2 to Special Source Credit Agreement]

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

FREEDOM INDUSTRIAL PARTNERS LLC

By: _____

Name: _____

Title: _____

FREEDOM INDUSTRIAL PARTNERS 2 LLC

By: _____

Name: _____

Title: _____

[Signature page 3 to Special Source Credit Agreement]

EXHIBIT A

PROPERTY

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

EXHIBIT B (see Section 3.01)

DESCRIPTION OF CLAWBACK

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

Claw Back Percentage = 100% - Overall Achievement Percentage

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

Investment Achievement Percentage = Actual Investment Achieved / Minimum Investment Requirement

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

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

Jobs Achievement Percentage = 8 / 10 = 80%

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

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

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

Prospective Special Source Revenue Credit Percentage (10% (100% – 24.5%)) = 7.55%

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

AGENDA
ITEM # 7
CITIZEN
COMMENTS

AGENDA

ITEM # 8A

STATE OF SOUTH CAROLINA
COUNTY OF JASPER
RESOLUTION NO. R-2026-01

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

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

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

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

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

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

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

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

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

Section 1 - Definitions:

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

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

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

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

issue, and

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

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

Adopted this 5th day of January 2026.

Chairperson

ATTEST:

Wanda H. Giles, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney:

County Attorney

Date

AGENDA

ITEM # 8B



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:	January 5, 2026
Agenda Item:	8.B.
Project:	NorthPoint Development at South Atlantic Logistics Terminal (SALT) Water Line Extension – Funding Request
Request:	Approve use of \$180,961 in funding available through the Beaufort-Jasper Water and Sewer Authority (BJWSA) Local Government Partnership Program to cost share in the construction of a 1,455 L.F. 8” water main extension.
Action Needed:	Approve of Resolution #R-2026-02
Recommendation:	Staff recommends Approval.

Description:

Resolution #R-2026-02 is Resolution directing BJWSA to allocate Local Government Partnership Program Funding toward water resiliency and infrastructure projects, specifically the construction of 1,455 L.F. of 8” water main in the South Atlantic Logistics Terminal (SALT) by NorthPoint Development. BJWSA has recently approved a new local government partnership program that will allocate the sum of \$200,000 per year toward (i) water and sewer infrastructure installation. NorthPoint Development has requested Jasper County one-half of a funding gap in the amount of \$180,961 to supplement the funding provided a South Carolina Infrastructure Improvement Program (SCIIP) grant, NorthPoint Development, the Southern Carolina Alliance, and the City of Hardeeville.

Staff Recommendation:

Approve Resolution #R-2026-02 to direct BJWSA to allocate \$180,961 in Local Government Partnership Program Funding toward water resiliency and infrastructure projects, specifically the construction of 1,455 L.F. of 8” water main in the South Atlantic Logistics Terminal (SALT) by NorthPoint Development.

Attachment(s):

#R-2026-02

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

RESOLUTION R-2026-02

A Resolution Directing Beaufort-Jasper Water and Sewer Authority to Allocate Local Government Partnership Program Funding Toward Water Resiliency and Infrastructure Projects; Authorizing the County Administrator to Execute and Deliver All Required Documentation to Memorial the County's Agreement and Participation in BJWSA's Funding Program; and Other Matters Related Thereto

WHEREAS, the Jasper County, South Carolina (the "County") is a body corporate and politic of the State of South Carolina and as such possesses all the general powers granted by the Constitution of the State of South Carolina 1895, as amended (the "Constitution"), and statutes of the State; and

WHEREAS, Beaufort-Jasper Water and Sewer Authority, South Carolina ("BJWSA") is a special purpose district providing water and sewer services in Beaufort and Jasper Counties; and

WHEREAS, BJWSA has recently approved a new local government partnership program that will allocate the sum of \$200,000 per year toward (i) water and sewer infrastructure installation; (ii) capacity fee offsets for public facility projects; (iii) capacity fee or project fee offsets for workforce housing projects; and (iv) capacity fee and project fee offsets for other projects approved by BJWSA (the "New Partnership Program"); and

WHEREAS, BJWSA was awarded a South Carolina Infrastructure Improvement Program (SCIIP) grant in the sum of \$8,127,750 toward water infrastructure improvements, including water lines and infrastructure to support the SALT development, a 880 acre master planned site in the County that is being developed for industrial warehousing and distribution (the "SALT Project"); and

WHEREAS, the SCIIP grant requires a local match component in the amount of \$2,709,250, that is being jointly funded from NorthPoint Development (\$1,696,690.10) and the Southern Carolina Alliance (\$1,250,000); and

WHEREAS, after the SALT Project was bid, the costs came in higher than anticipated, resulting in a \$1.7 million funding gap, a portion of which is being funded by the South Carolina Department of Commerce in the amount of \$1.4 million, leaving a balance of \$361,923; and

WHEREAS, given the anticipated benefits of the SALT Project to the County and the City of Hardeeville, it has been requested that they jointly fund the balance of the SALT Project such that each entity will pay or allocatee \$180,961 toward final completion (the "County Contribution"); and

WHEREAS, the County is minded to fund such request and by the terms of this resolution shall direct BJWSA to allocate a portion of its infrastructure funds under the New Partnership Program toward the County Contribution.

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

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

Section 2 The Council hereby approves the County Contribution toward completion of the SALT Project. In keeping with the foregoing, the Council hereby directs BJWSA to allocate an amount equal to the County Contribution from the County's accumulated balance under the New Partnership Program and to apply such funds toward the SALT Project in accordance with applicable law, grant requirements, and BJWSA policies.

Section 3 The County Administrator, Chairman of County Council, and other appropriate County officials are hereby authorized and directed to take all actions and execute all documents necessary or desirable to carry out the intent of this Resolution.

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 Agreement shall be effective upon the full execution and delivery of the same by the County and all counterparties thereto.

[Remainder of Page Intentionally Left Blank]

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

(SEAL)

John Kemp, Chairman
County Council of Jasper County, South Carolina

Attest:

Wanda Hendrix Giles,
Clerk to County Council

Resolution R-2026-02
Adopted: January 5, 2026

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

Pope Flynn, LLC

Date

AGENDA

ITEM # 8C

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2026-03

**RESOLUTION OF JASPER COUNTY COUNCIL FOR THE
EMERGENCY PROCUREMENT OF A 1.5 PETABYTE
NETWORK ATTACHED STORAGE (NAS) SOLUTION FOR
THE JASPER COUNTY INFORMATION TECHNOLOGY
DEPARTMENT AND THE EMERGENCY SERVICES
DEPARTMENT AND MATTERS RELATED THERETO**

RESOLUTION finding that normal daily operations of the Jasper County Information Technology Department and the Emergency Services Department are affected by the necessity for the replacement of a NETWORK ATTACHED STORAGE (NAS) SOLUTION and pursuant to Section 2-412 of the Jasper County Code of Ordinances which allows for emergency procurement where normal daily operations are affected, and authorizing the County Administrator to execute the purchase order for the purchase and installation of a NETWORK ATTACHED STORAGE (NAS) SOLUTION on behalf of Jasper County, and matters related thereto.

WHEREAS, Section 2-412 of the Jasper County Code of Ordinance provides the chief purchasing officer, with the concurrence of the county administrator, may make or authorize others to make emergency procurement where normal daily operations are affected; and

WHEREAS, the necessity for the expedient replacement of the NAS solution for Jasper County Information Technology and Emergency Services Departments has affected normal daily operations and the security of Jasper County; and

WHEREAS, expeditated procurement for the NAS solution is imperative to the normal operation of the Jasper County Information Technology and Emergency Services Departments, as well as the safety of Jasper County staff and visitors; and

Whereas, Jasper County has issued Request for Proposal (RFP #2025-18) on December 3, 2025 with a due date of January 7, 2026 which is after the date of this Resolution and would delay the purchase at least 14 days; and

WHEREAS, it is the opinion of the Jasper County Information Technology Director, the Director of Jasper County Emergency Services, and the chief purchasing officer with the concurrence of the county administrator, that emergency procurement of the NETWORK ATTACHED STORAGE (NAS) SOLUTION is imperative to the normal daily and safe operation of Jasper County; and

WHEREAS, emergency procurement will consist of the careful review of all proposals received by a committee consisting of the Information Technology Director, the Director of Jasper County Emergency Services, the Chief Procurement Officer, with final approval by the County Administrator; and

WHEREAS, the contract issued to the successful proposer will provide for an immediate termination clause if the County Council later determines at the next Council meeting after award that the contract or procurement is not satisfactory to the Council; and

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that it is in the best interest of the County and its citizens to approve the requested emergency procurement as provided in the Jasper County Purchasing Ordinance not to exceed \$500,000 for the replacement of the NETWORK ATTACHED STORAGE (NAS) SOLUTION as recommended by the RFP #2025-18 review committee and approved by the County Administrator; and

BE IT FURTHER RESOLVED, the County Administrator is authorized to execute contracts and/or purchase documents as are customary and usual, for the purchase of the NAS solution; and

BE IT FURTHER RESOLVED, expenditure for the procurement will be funded from one of several options including lump sum funding from the 2025 GO Bonds or the Operating Fund Balance and from State E-911 funds, or from a lease option funded through State E-911 funds and general operating funds.

SIGNATURES FOLLOW

This Resolution No. R- 2026-03 made this 5th day of January 2026.

Chairman's Signature

Chairman, Jasper County Council

ATTEST:

**Wanda H. Giles
Clerk to Council**

Reviewed for form and draftsmanship by the Jasper County Attorney.

County Attorney

Date

AGENDA

ITEM # 8D

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2026-04

**A RESOLUTION OF JASPER COUNTY COUNCIL
TO REJECT THE BIDS RECEIVED ON DECEMBER 11,
2025 AT 2:00 pm IN RESPONSE TO IVTB #2025-16, SJP
WALKWAY, PAVILION GAZEBO REFURBISH AND
MATTERS THERETO**

WHEREAS, the Jasper County Council issued an invitation to bid, IVTB #2025-16, for SJP Walkway, Pavilion Gazebo Refurbish; and

WHEREAS, bids were received and publicly opened on December 11, 2025, at 2:00 PM, and have since been reviewed for responsiveness, compliance, and adherence to the stated specifications; and

WHEREAS, Sec. 2-417 of the Jasper County Purchasing and Contracting Ordinance (Ord. No. 05-04,3-20-05) provides for the cancellation of invitation of bids or request for proposals as follows: An invitation for bids or request for proposal or other solicitation may be canceled or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the county; and

WHEREAS, after careful evaluation, it has been determined that rejecting all bids is in the best interest of the Jasper County Council due to reasons including, but not limited to, pricing concerns, non-responsiveness, inability to meet specifications, changes in project requirements, or other circumstances affecting the procurement; and

NOW, THEREFORE, BE IT RESOLVED, that the Jasper County Council hereby rejects all bids submitted in response to the solicitation for SJP Walkway, Pavilion Gazebo Refurbish; and

BE IT FURTHER RESOLVED that the Chief Procurement Officer is authorized to take the following next steps:

Next Steps After Rejection

1. **Review and Revise the Scope of Work:** Evaluate the project requirements, specifications, and budget to determine if modifications are necessary to improve the competitiveness and clarity of the solicitation.
2. **Conduct Market Research:** Engage in vendor outreach, pricing analysis, or industry research to determine the feasibility of the project and identify potential adjustments.
3. **Prepare and Issue a New Solicitation:** Draft and re-advertise a revised Request for Bids, Request for Proposals, or other appropriate procurement document that reflects updated specifications or conditions.
4. **Consider Alternative Procurement Methods:** If appropriate under policy and applicable law, explore other procurement options such as cooperative purchasing, negotiated procurement, or procurement under state contract.
5. **Communicate Outcomes to All Bidders:** Notify all bidders in writing regarding the rejection of bids and provide guidance regarding the reissued solicitation or next procurement opportunity.

BE IT FINALLY RESOLVED that this resolution shall take effect immediately upon its adoption.

SIGNATURES FOLLOW

This Resolution No. R-2026-04 made this 5th day of January 2026.

Chairman's Signature

Chairman, Jasper County Council

ATTEST:

Wanda H. Giles, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

County Attorney

Date

01.05.2026 Jasper County Council Agenda

Full Document Links for Agenda Item Numbers 9A thru 9D:

Item #9A) Lisa Wagner – Public Hearing and Consideration of the 2nd Reading of Ordinance #O-2026-01 to amend the Official Zoning Map of Jasper County so as to transfer two properties located along Pearlstine Drive:

 [Re-zoning_Pearlstine Dr](#)

Item #9B) Lisa Wagner - Public Hearing and Consideration of the 2nd Reading of Ordinance #O-2026-02 to amend the Official Zoning Map of Jasper County so as to transfer a property located at 282 Nelsons Court:

 [Re-zoning_Nelsons Court](#)

Item #9C) Lisa Wagner - Public Hearing and 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:

 [Heirs DA](#)

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

Item #9D) 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:

 [Heirs Rezoning](#)

AGENDA

ITEM # 9A

AGENDA

ITEM # 9A

Additional Information on

Lisa Wagner – Public Hearing and
Consideration of the 2nd Reading of
Ordinance #O-2026-01 to
amend the Official Zoning Map of Jasper
County so as to transfer two properties
located along Pearlstine Drive:

The documents were too large, so please use
this link located here:

 [Re-zoning Pearlstine Dr](#)



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:	January 5, 2026
Project:	Zoning Map Amendment – Industrial Development
Applicant:	Pro Disposal USA, LLC
Tax Map Number:	080-00-03-044 (4.12 acres) and 080-00-03-121 (.82 acres)
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission recommends approval

Description: This is a zoning map amendment request to have two properties designated as Industrial Development. The subject properties consist of 4.12 acres and 0.82 acres and are located along Pearlstine Drive. The larger parcel also has frontage along Schinger Avenue. The 4.12 acre parcel is currently zoned, Mixed Business, while the .82 acre parcel is zoned General Commercial. Both properties are currently being used for storage and an office building is located on the .82 acre parcel. The applicant would like to re-zone the properties to allow a material recovery facility (MRF) to be established. This facility would replace the Construction and Demolition transfer station that is currently in use at 156 Pearlstine Drive. The current zoning does not allow a material recovery facility; however, it would be allowed as a conditional use in the Industrial Development District.

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 a “Commercial Center,” which are commercial nodes that are already developing and have a suburban rather than a rural character. The commercial center encourages mixed use development.
- **Adjacent Zoning:** The adjacent parcels are zoned primarily General Commercial. There is one adjacent parcel that is currently zoned as Industrial Development. This parcel is also owned by the applicant and is the parcel that currently houses the Construction and Demolition transfer station that was previously mentioned.

- ***Adjacent Land Use:*** Adjacent land uses are a mix of commercial and industrial.
- ***Traffic and Access:*** The subject properties are accessed by Pearlstine Drive. Pearlstine Drive is a paved road, maintained by the state and is classified as a limited local road. Pearlstine Drive is located directly off of North Okatie Highway (Highway 170), which is a four-lane state-maintained road classified as a Principal Arterial thoroughfare.

Planning Commission Recommendation: The Planning Commission reviewed this application at their November 18, 2025 Meeting and recommends approval of the request to have both properties designated as Industrial Development.

Attachments:

1. Application
2. Letter from Coastal Waste and Recycling
3. Ordinance
4. Aerial map of property and surrounding area
5. Aerial map with zoning layer
6. Google Maps of surrounding areas

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: #O-2026-01

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer two properties located along Pearlstine Drive, 1) bearing Jasper County Tax Map Number 080-00-03-044 consisting of 4.12 acres from the Mixed Business Zone to the Industrial Development Zone; and 2) bearing Jasper County Tax Map Number 080-00-03-121 consisting of 0.82 acres from the General Commercial 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 two parcels bearing Jasper County Tax Map Numbers 080-00-03-044, consisting of approximately 4.12 acres, and 080-00-03-121, consisting of approximately .082 acres, both being located along Pearlstine Drive, changed on the Official Zoning Map of Jasper County from the Mixed Business Zone and the General Commercial Zone, respectively, to the Industrial Development Zone; 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 Planning Commission has concurred with the recommendations of the staff report to implement the proposed rezoning and recommends approval by Jasper County Council; and

WHEREAS, this matter is now before the Jasper County Council for determination and approval; 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 4.12 acres bearing Jasper County Tax Map Number 080-00-03-044 depicted on the Jasper County Official Zoning Map in the Mixed Business Zone and approximately 0.82 acres bearing Jasper County Tax Map Number 080-00-03-121 depicted on the Jasper County Official Zoning Map in the General Commercial Zone, is hereby transferred to the Industrial Development Zone.
2. This ordinance shall take effect upon approval by Jasper County Council.

Chairman's Signature

Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: # O-2026-01

First Reading: December 15, 2025

Second Reading: January 5, 2026

Public Hearing: January 5, 2026

Enacted: _____

Considered by the Jasper County Planning Commission at it's meeting on
November 18, 2025 and recommended for approval.

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:	Pro Disposal USA, LLC
Address:	4950 Communication Ave Suite 920, Boca Raton, FL 33431
Telephone:	(954) 947-4000
Email:	cabell@coastalwasteinc.com
Property Address or Physical Location:	152 Schinger, Ridgeland, South Carolina 29936
Tax Map Number(s)	080-00-03-044 / 080-00-03-045
Gross Acreage:	5.94
Current Zoning	MB-Mixed Business District
Proposed Zoning:	ID-Industrial Development
Administrative Fee: (\$300 per lot) except for PDD applications	
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	See Attached

A handwritten signature in blue ink, appearing to be "C. Cabell", is written over a horizontal line.

10/17/2025

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

Date

Internal Use Only

Date Received:	
Amount Received:	
Staff Member:	

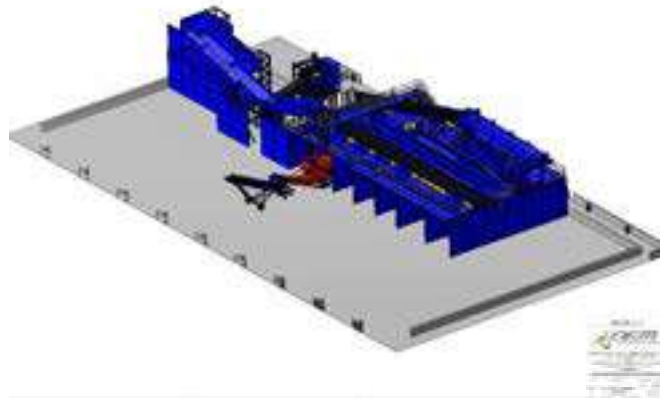


Coastal Waste & Recycling (Pro Disposal USA, LLC) is requesting a Zoning Amendment in order to maximize the recovery of valuable commodities in Jasper County and surrounding areas. Currently the area is serviced by our Construction and Demolition (C&D) Transfer Station in Ridgeland County and C&D Landfill in Beaufort, South Carolina.

Coastal employs approximately 1700 people, operates over 800 collection and support vehicles, and owns and/or operates forty-two (42) facilities in Florida, Georgia, and South Carolina, which include nineteen (19) Material Recovery Facilities (MRF's) and a C&D landfill. Our customer base includes a mix of residential and municipal collection, industrial collection, commercial collection, and post-collection processing contracts. Collectively, the team at Coastal is focused on doing the right thing for their employees and customers, always keeping safety, integrity, and customer service at the forefront of all decisions.

Our proposal is to install a Best Available Technology C&D MRF, an allowable use within an Industrial Development District (ID) Zoned location, at 152 Schinger Ave, Ridgeland, South Carolina. Currently the property is zoned as a Mixed Business Development District (MB). This MRF will replace our C&D Transfer Station located at 156 Pearlstine Dr, Ridgeland, South Carolina. Permitting and Operations of the facility will be in compliance with all South Carolina Department of Environmental Services (SCDES), Jasper County Plannin and any other applicable regulations.

Our current facilities of similar design and function typically achieve 40% to 60% landfill disposal avoidance, returning valuable commodities back into the supply chain or for beneficial reuse. These facilities typically employ 15 to 20 people in various roles including but not limited to Heavy Equipment Operators, Mechanical Technicians, Labors, Administration and Managerial personnel. As a comparison the current Pearlstine C&D Transfer Station employs approximately 5 people to process the same quantity of materials. A C&D MRF of like design is depicted below:



I look forward to presenting more detailed information through the Jasper County Planning Department Zoning Map Amendment Application process.

Respectfully Submitted,

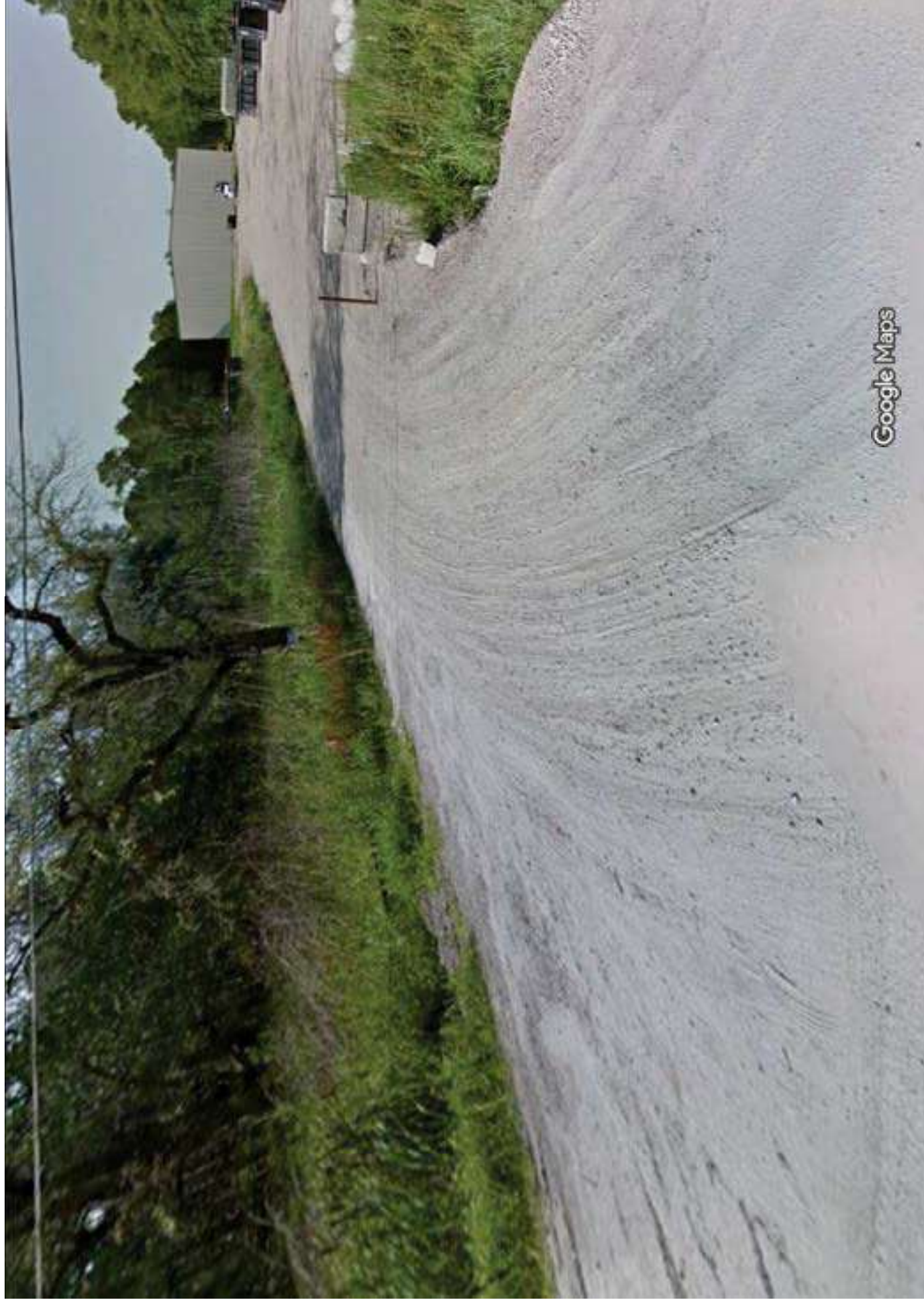
Chad Abell, Vice President of EHS & Engineering











AGENDA

ITEM # 9B

AGENDA

ITEM # 9B

Additional Information on

Lisa Wagner - Public Hearing and
Consideration of the 2nd Reading of
Ordinance #O-2026-02 to

amend the Official Zoning Map of Jasper
County so as to transfer a property located at
282 Nelsons Court:

The documents were too large, so please use
this link below:

 [Re-zoning Nelsons Court](#)



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:	January 5, 2026
Project:	Zoning Map Amendment – Rural Preservation
Applicant:	James D. Hubbard & Sandra H. Hubbard
Tax Map Number:	039-00-09-004
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission forwarded this Ordinance with no recommendation

Description: This is a zoning map amendment request to have a property designated as Rural Preservation. The subject property consists of 5.0 acres and is located along Nelsons Ct. off Levy Rd. The property is currently zoned residential. There is currently a house located on the property. The applicant would like to re-zone the property for the purpose of establishing a 6 lot RV park.

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 Transition,” which are areas located in southern Jasper County. These areas will likely be under pressure to develop within the foreseeable future. The characteristics of these developments should be both small scale commercial and office development, diverse types of housing, and mixed use/small-scale multi-family that keep the scale and character of the area.
- **Adjacent Zoning:** The adjacent parcels along Nelsons Court are primarily zoned Residential with the exception of one other property that is zoned Rural Preservation and Rural Preservation is also located to the rear of the subject parcel.
- **Adjacent Land Use:** Adjacent land uses are residential.

- ***Traffic and Access:*** The subject property is accessed by Nelsons Court, which is a two-lane paved road, maintained by SCDOT. The road is classified as a limited local road.

Planning Commission Recommendation: The Planning Commission reviewed this ordinance at their November 18, 2025 meeting and did not make a recommendation of approval or denial.

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: O-2026 -02

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 282 Nelsons Court, bearing Jasper County Tax Map Number 039-00-09-004, consisting of 5.0 acres from the Residential Zone to the Rural Preservation Zone on the Jasper County Official Zoning Map

WHEREAS, A Zoning Map Amendment request was submitted to the Planning Commission to have a parcel bearing Jasper County Tax Map Number 039-00-09-004, consisting of approximately 5.0 acres, located at 282 Nelsons Court changed on the Official Zoning Map of Jasper County from the Residential Zone to the Rural Preservation Zone; 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 reviewed the staff report and application, but did not make a recommendation for approval or denial by Jasper County Council; and

WHEREAS, as a result of the Planning Commission's failure to take action and consistent with Section 3.2.3 of the Jasper County Zoning Ordinance, the Planning Commission is deemed to have forwarded the application to Jasper County Council without favorable or negative recommendation

WHEREAS, the rezoning 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 without any 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 5.0 acres bearing Jasper County Tax Map Number 039-00-09-004, located along Nelsons Court, depicted on the Jasper County Official Zoning Map in the Residential Zone is hereby transferred to the Rural Preservation Zone.
2. This ordinance shall take effect upon approval by Jasper County Council.

Chairman's Signature

Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: #O-2026-02

First Reading: December 15, 2025

Second Reading: January 5, 2026

Public Hearing: January 5, 2026

Enacted: _____

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

November 18, 2025 and recommended for approval.

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:	James D or Sandra H Hubbard
Address:	282 Nelsons Court Hardeeville, S.C.
Telephone:	843-784-2580 or 843-247-3704
Email:	TheHub60@gmail.com
Property Address or Physical Location:	282 Nelsons Court Hardeeville, S.C.
Tax Map Number(s)	039-00-09-004
Gross Acreage:	5.0 Acres
Current Zoning	Residential
Proposed Zoning:	Rural Preservation
Administrative Fee: (\$300 per lot) except for PDD applications	\$300.00
Date Mailed or Hand Delivered:	October 9, 2025
Reason for Request: (attach narrative if necessary)	Minor RV Park (6)

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

October 9, 2025

Date

Internal Use Only

Date Received:	10/9/25
Amount Received:	\$300
Staff Member:	Stephanie Oriedo





AGENDA

ITEM # 9C

AGENDA

ITEM # 9C

Additional Information on

Approving a Development Agreement by
and between JH Hiers Construction, LLC.,
Hiers Pine Level, LLC. and Jasper County:

The documents were too large, so please use
this link below:

 Heirs DA



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	January 5, 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 at the last Council Meeting after holding a public hearing. There was some discussion about changing the hours of operation to Monday – Friday from 6:00 am – 4:00 pm and not allowing operations to take place on Saturday. Staff would like to make certain that this is the consensus of the County Council.

The County Council asked for a Development Agreement to address concerns that were raised by the Planning Commission and during public comments. In addition to the Development Agreement, the Council also asked the applicant to hold a public meeting with the community, which took place in early August.

Analysis: The Development Agreement has been thoroughly 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.**

The version of the Development Agreement included in the County Council packages shows the hours of operation as Monday – Saturday from 6:00 am – 4:00 pm. If the County Council is in favor of approving the 2nd Reading based on eliminating operations on Saturday, staff can make those changes to the Development Agreement prior to 3rd and final reading.

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: _____
Chairman's Signature

Chairman

ATTEST:

Wanda Simmons-Giles
Clerk to Council

ORDINANCE: #2026-03

First Reading: December 15, 2025
Public Hearing#1: December 15, 2025
Second Reading: January 5, 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

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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 unplatted 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 [6:00a.m to 4:00 p.m] or [6:30 a.m. to 5:30 p.m.] Monday through Saturday. 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 assume 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 for 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)

)

ACKNOWLEDGMENT

COUNTY OF JASPER)

)

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: _____

Witness:

By: _____

Its: President

30

EXHIBIT A

BOUNDARY SURVEY

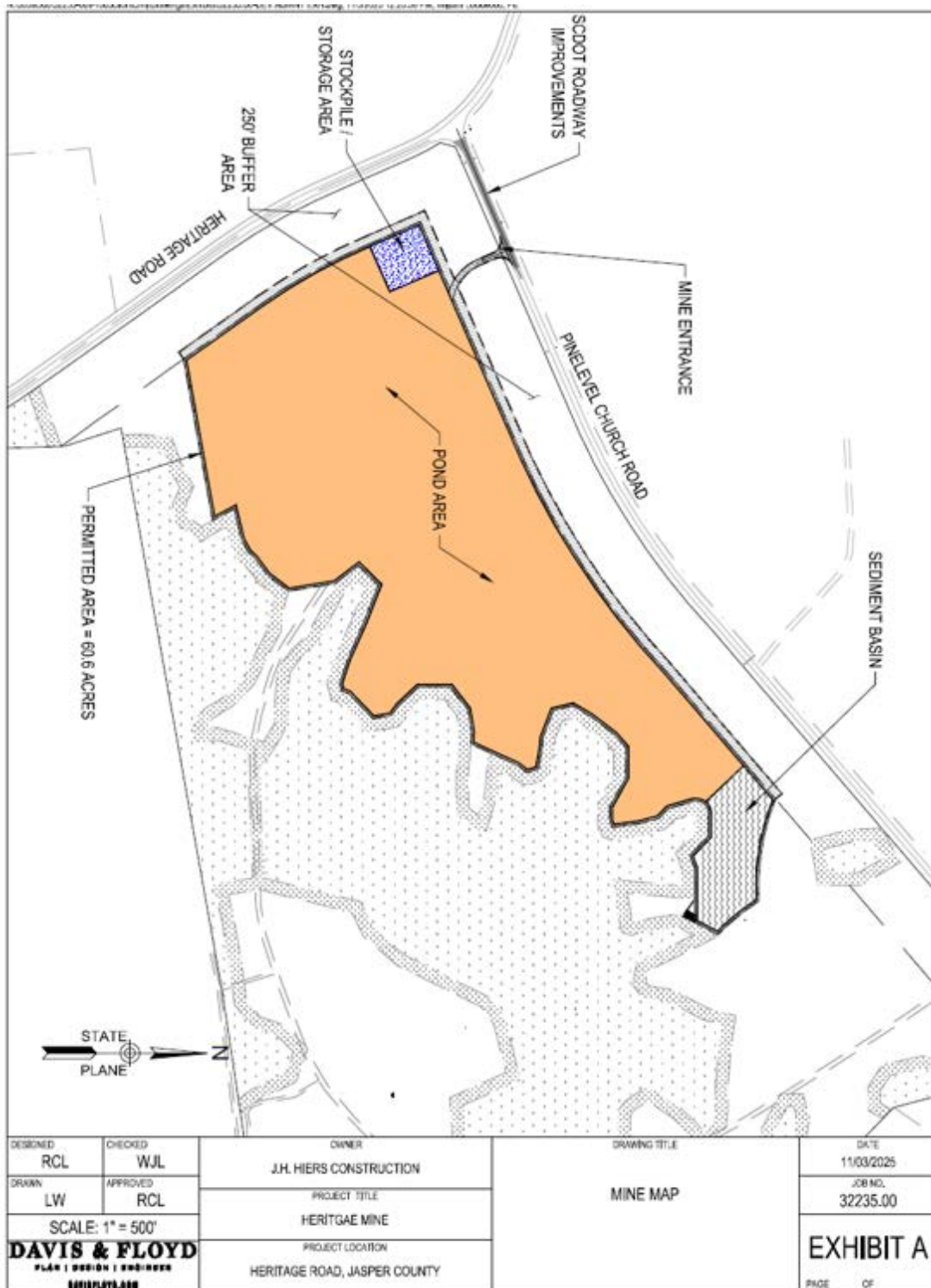


EXHIBIT B

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/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

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

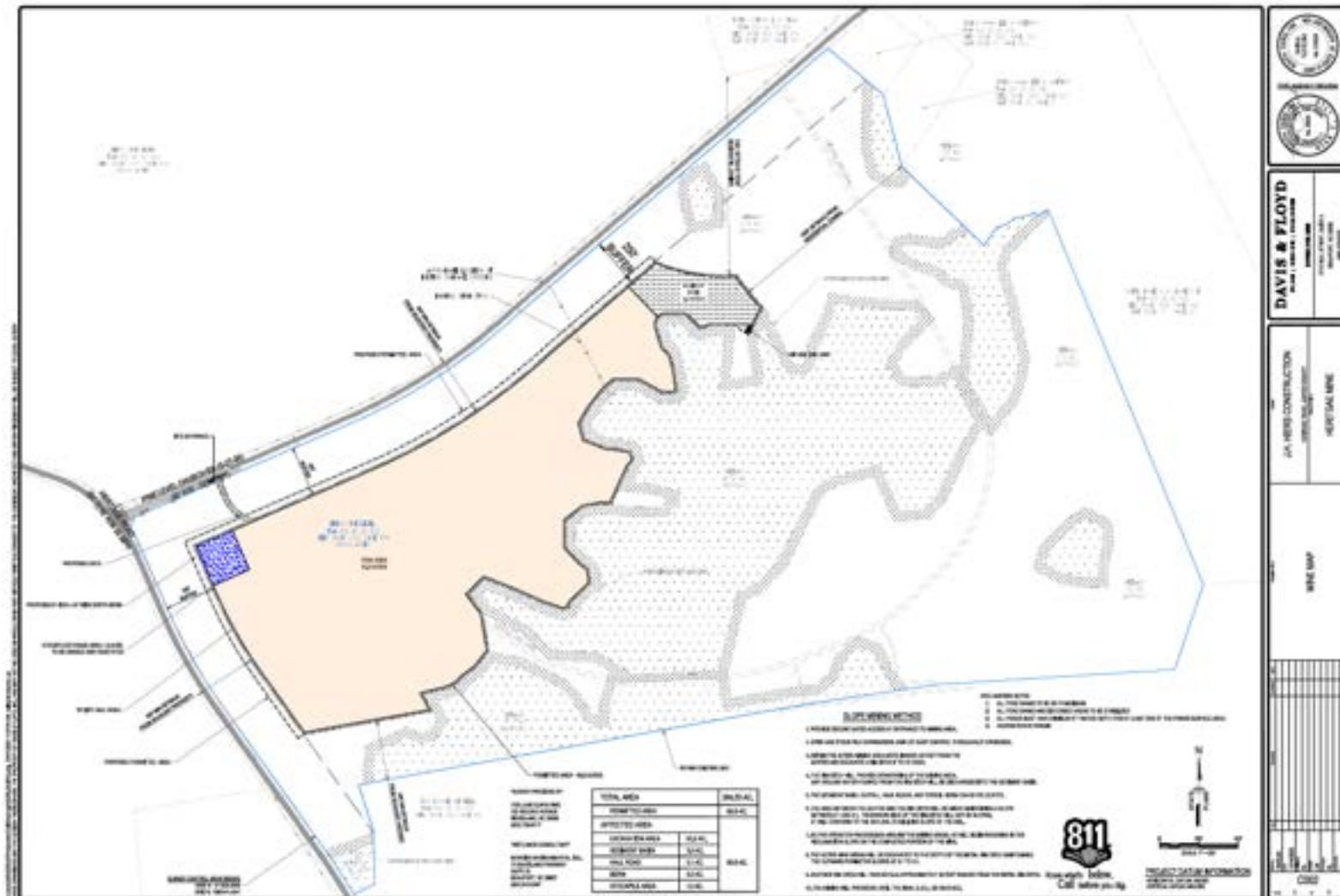
Pond Reclamation: the initial reclamation estimate should be calculated as above for mines being reclaimed to ponds. Once the area of the pit bottom is excavated to 4' below the watertable, the operator may request to reduce the cost estimate associated with that acreage to \$0.00/acre as reclamation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

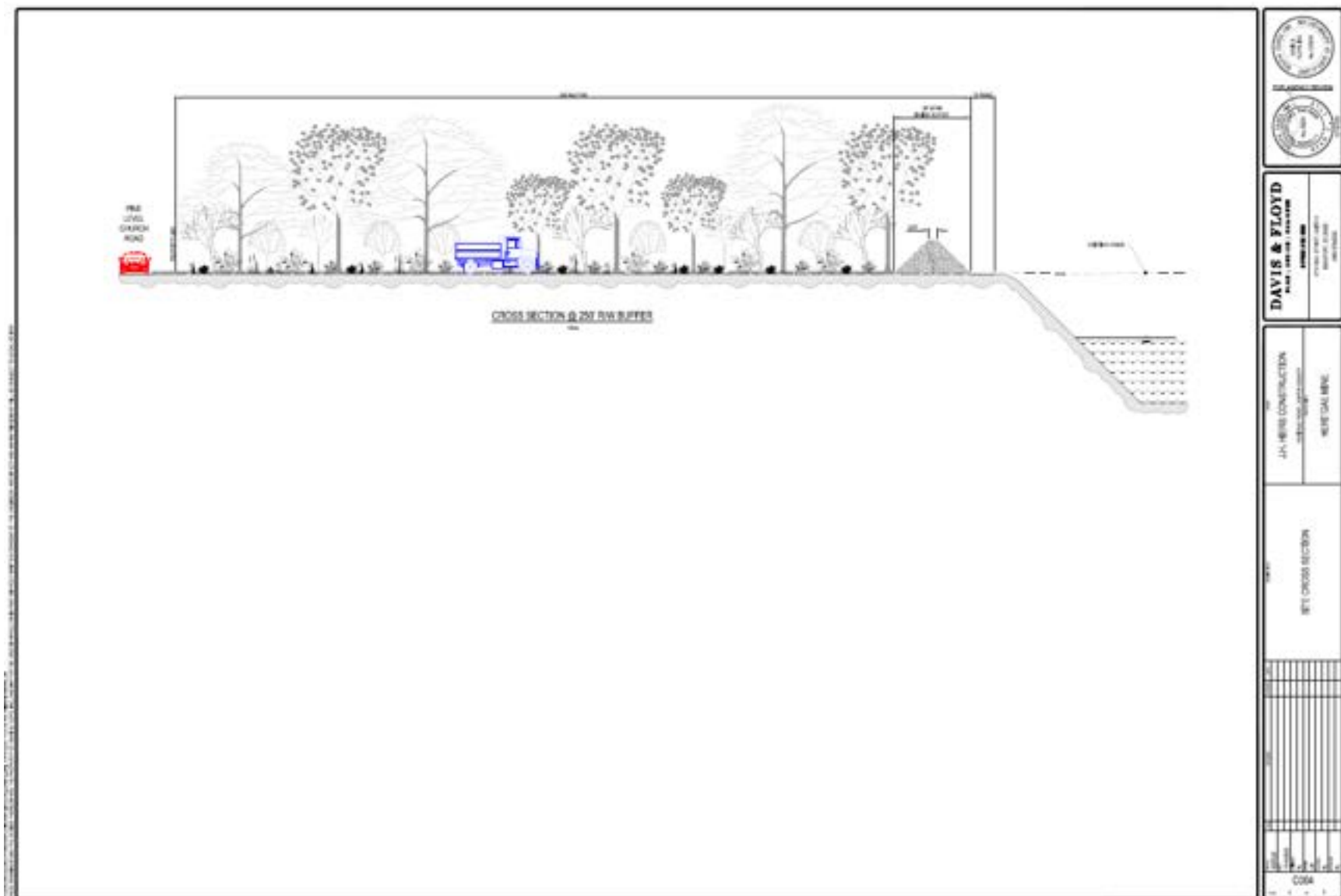
Bond Estimate Example

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 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





ROAD SCHEMATIC

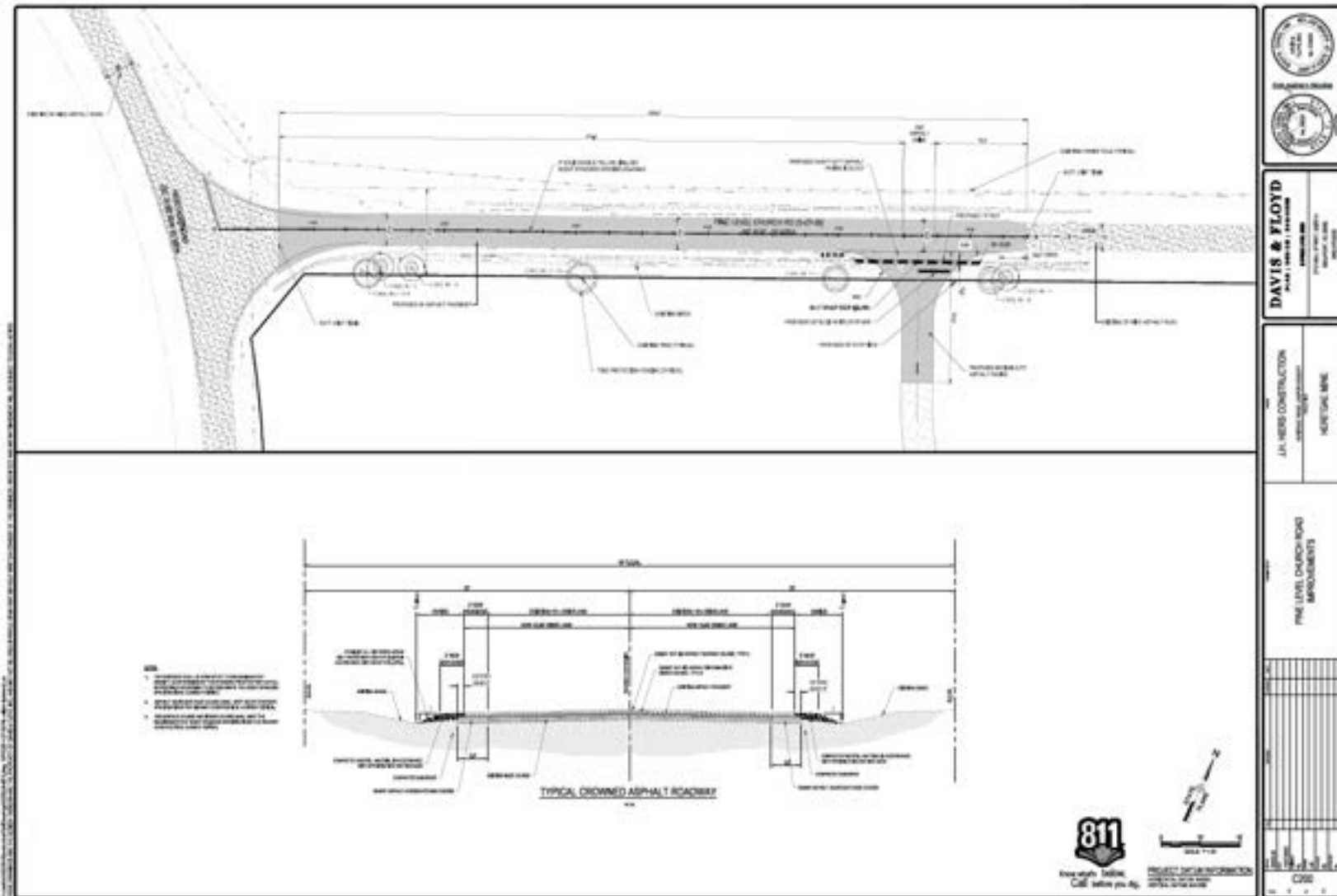


EXHIBIT I

ROAD ESCROW FUND CALCULATOR

[Use DOT Reclamation Form]?

AGENDA

ITEM # 9D

AGENDA

ITEM # 9D

Additional Information on

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:

The documents were too large, so please use
this link below:

 [Heirs Rezoning](#)



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	January 5, 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 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.

The County Council approved 1st Reading of this ordinance to re-zone the property Resource Extraction on July 21, 2025, and at that time asked the applicant to hold a public meeting with the community, which took place in early August. A public hearing was held on August 18, 2025, while 2nd Reading of this ordinance was tabled until a Development Agreement could be drafted, which was aimed at addressing concerns raised by the Planning Commission and by the public during public comments.

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 7 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. Technical Memorandum by Davis & Floyd
3. 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 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.

Chairman's Signature

Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: #O-2025-23

First Reading: July 21, 2025
Second Reading: January 5, 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

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

HIERS PINE LEVEL, LLC

AND

JASPER COUNTY, SOUTH CAROLINA

January ____, 2026

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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 unplatted 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 [6:00a.m to 4:00 p.m] or [6:30 a.m. to 5:30 p.m.] Monday through Saturday. 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 assume 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 for 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)

)

ACKNOWLEDGMENT

COUNTY OF JASPER)

)

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: _____

30

EXHIBIT A

BOUNDARY SURVEY

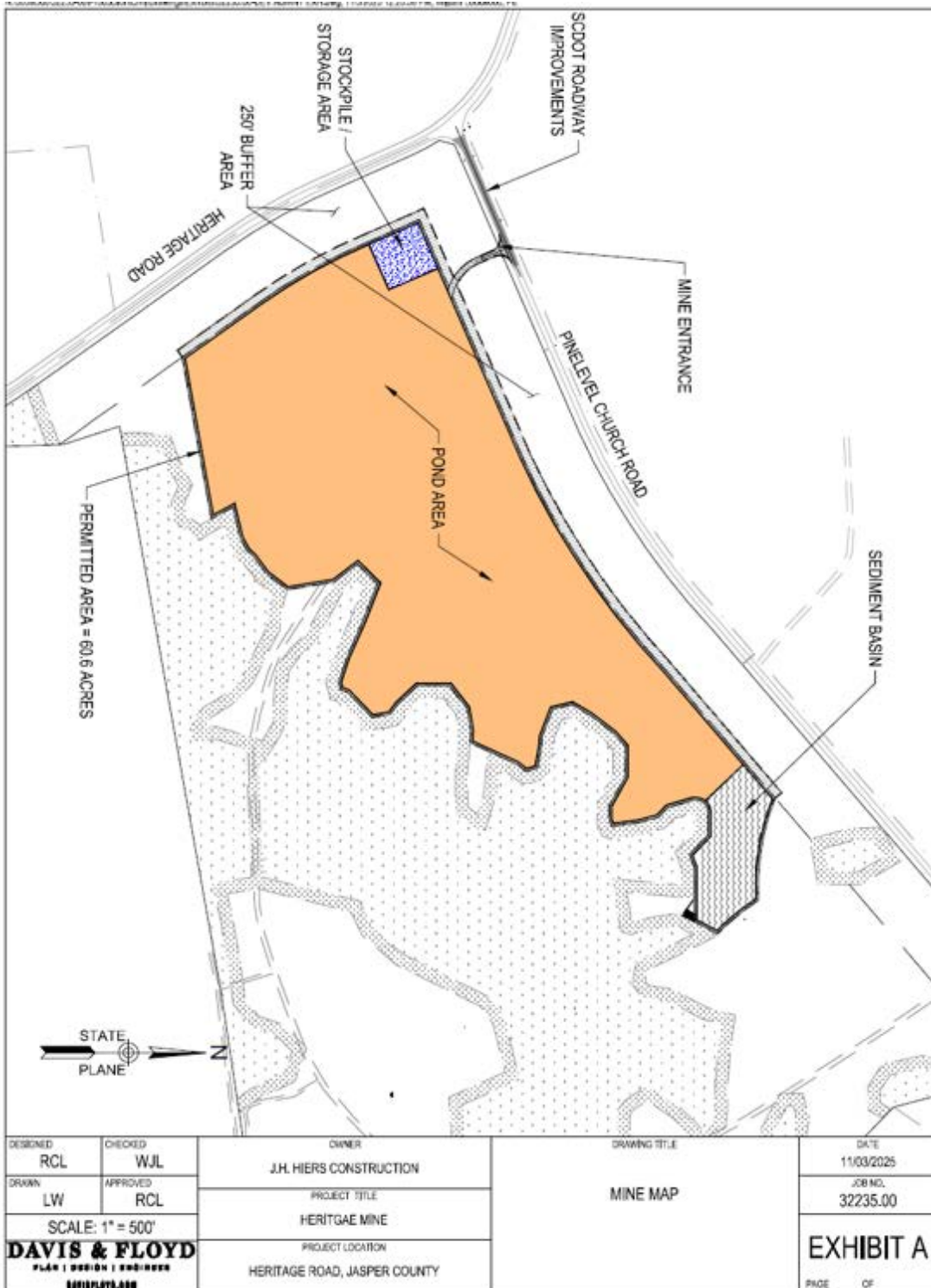


EXHIBIT B

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/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

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

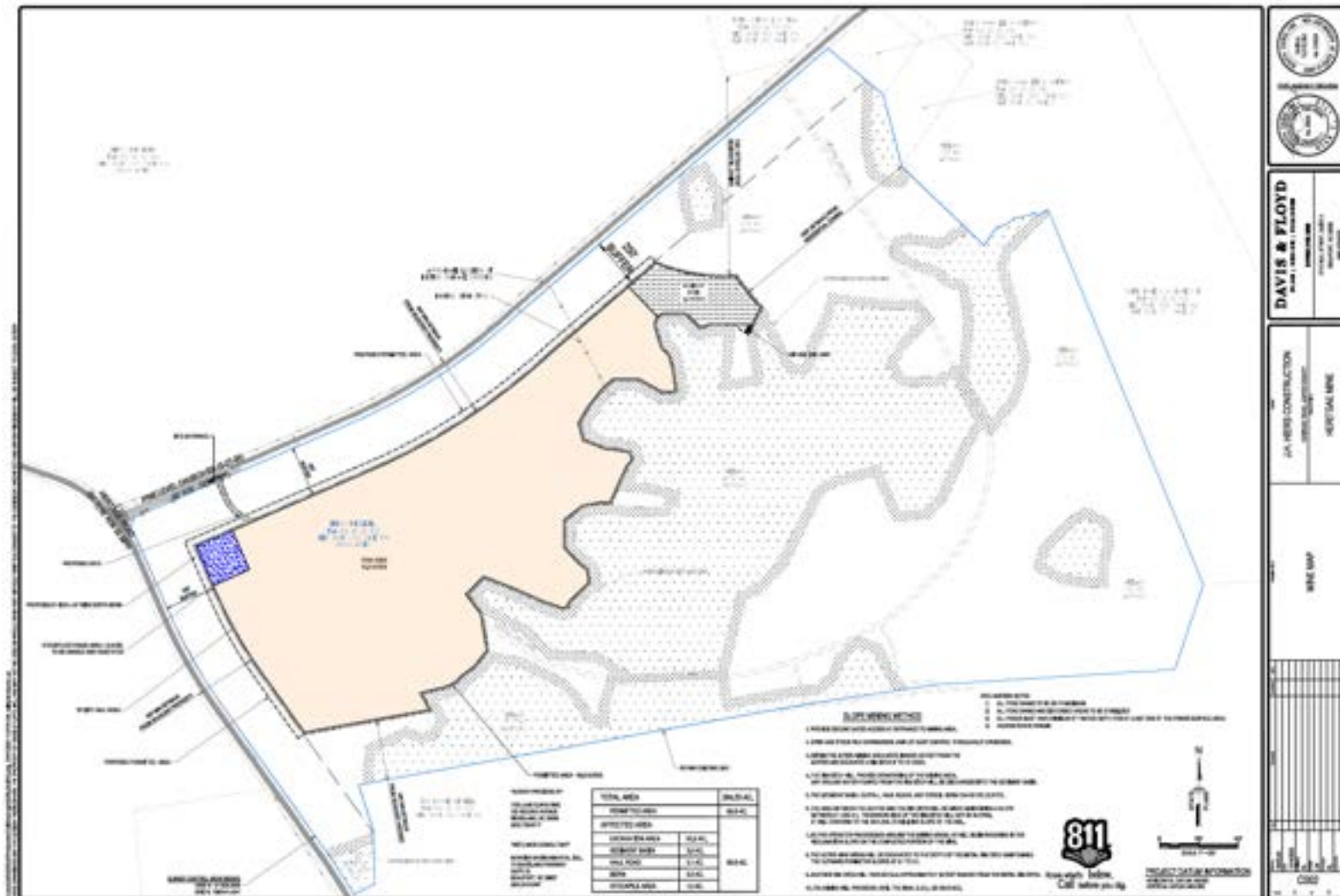
Pond Reclamation: the initial reclamation estimate should be calculated as above for mines being reclaimed to ponds. Once the area of the pit bottom is excavated to 4' below the watertable, the operator may request to reduce the cost estimate associated with that acreage to \$0.00/acre as reclamation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

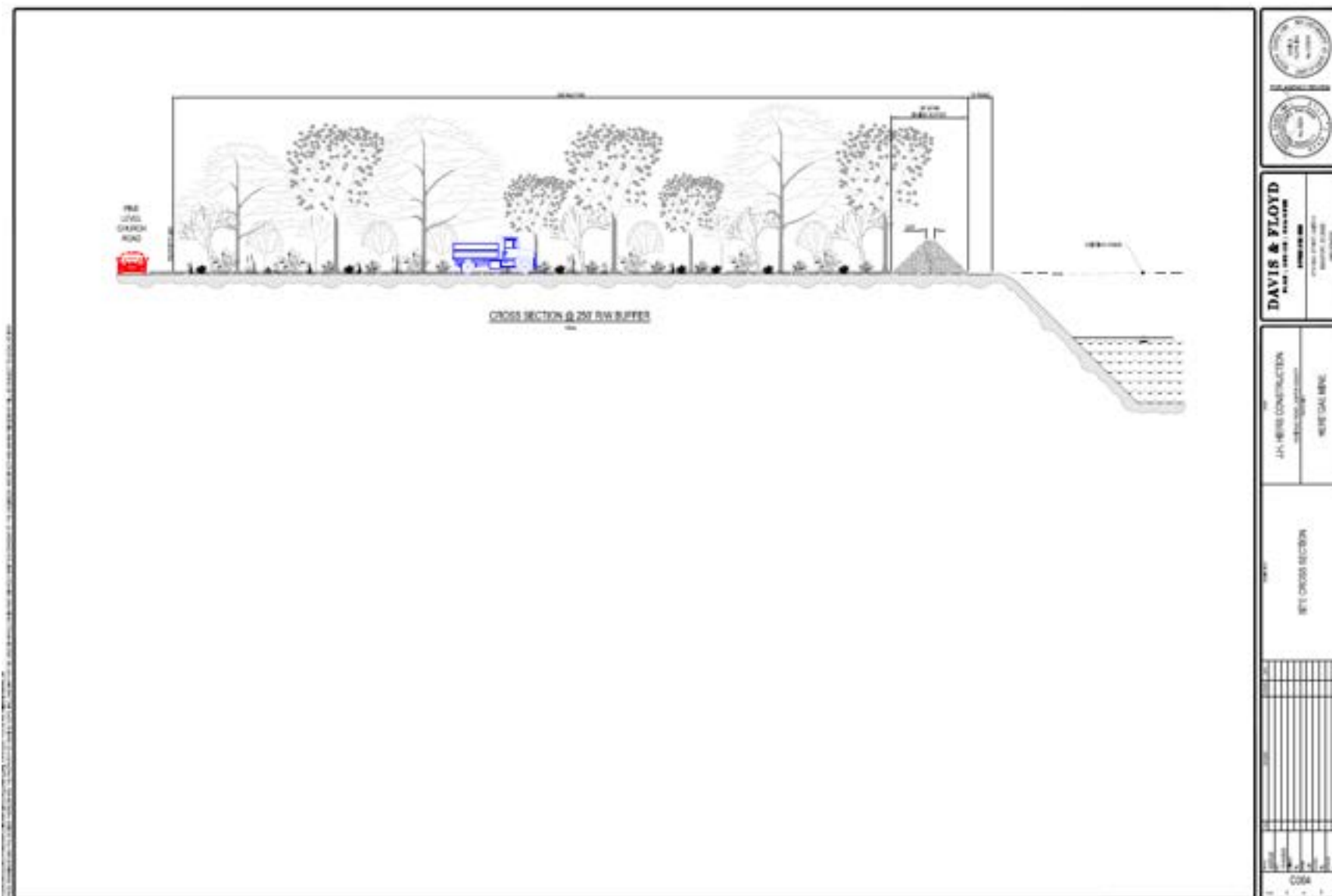
Bond Estimate Example

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 recalculated once the base meets 4' depth under the water table				\$0	
Haul Road					to remain	
					SubTotal	
					10% Inflation	
					TOTAL	

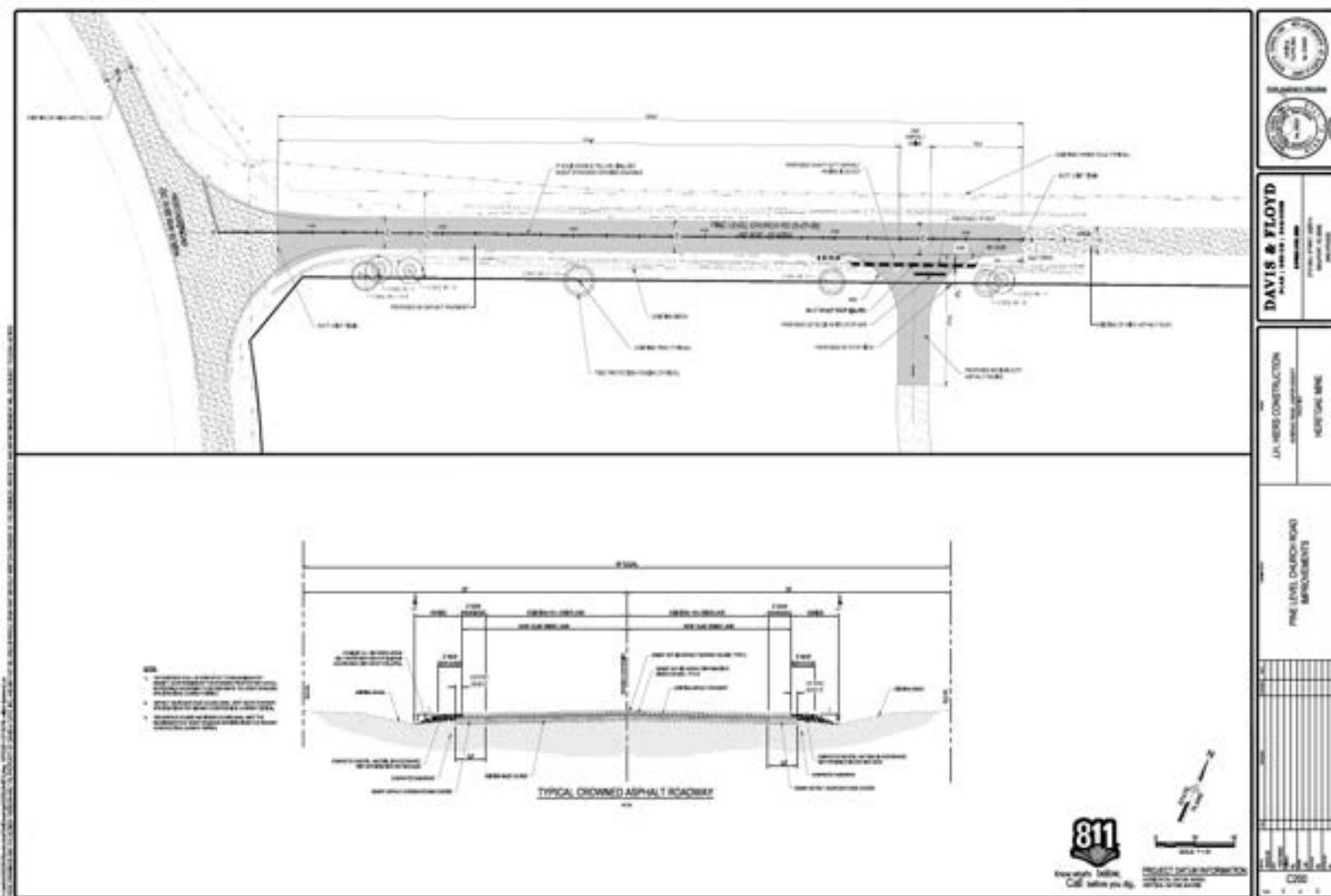
EXHIBIT G

SITE PLAN SHOWING BUFFERS AND OTHER FEATURES





ROAD SCHEMATIC



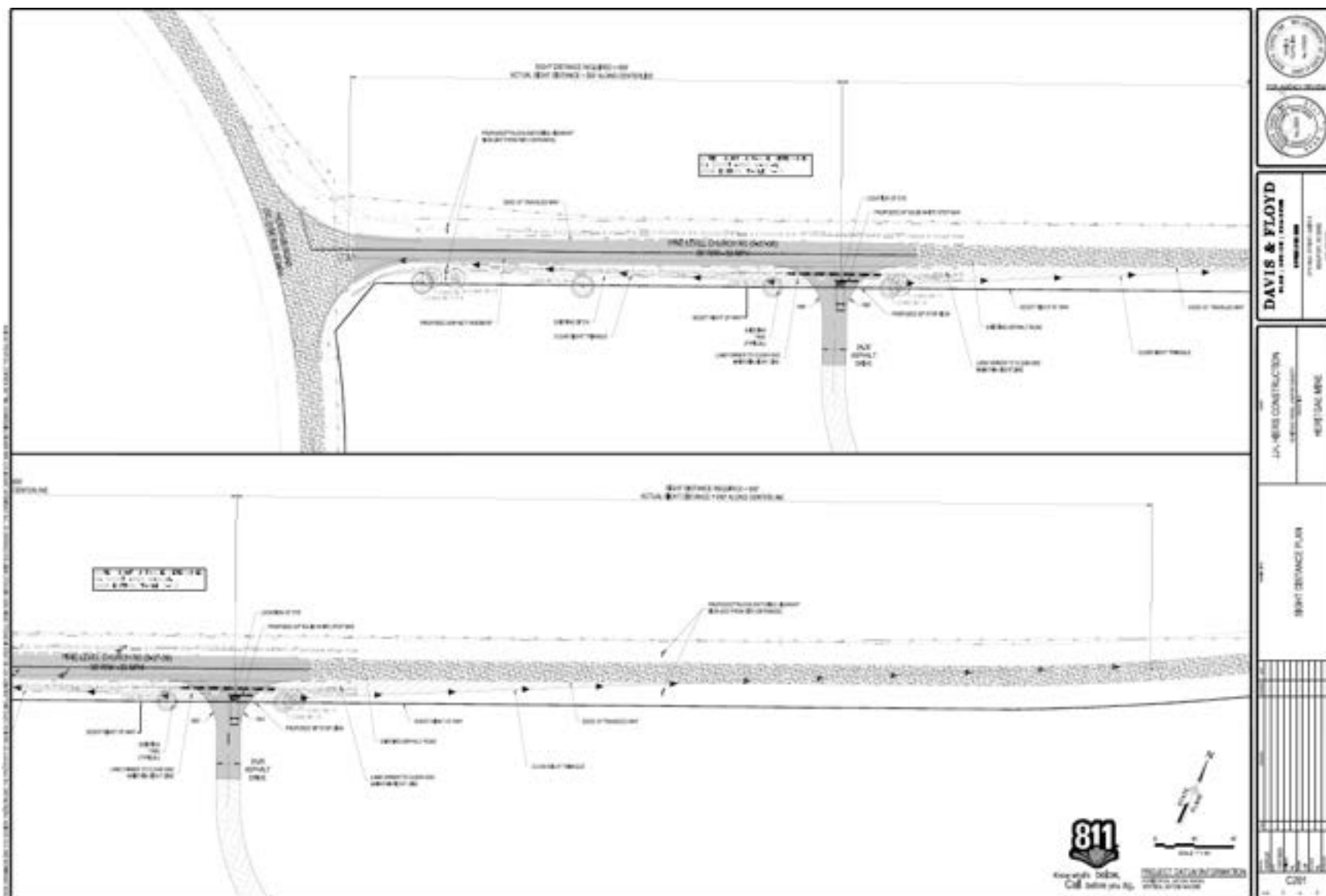


EXHIBIT I

ROAD ESCROW FUND CALCULATOR

[Use DOT Reclamation Form]?

AGENDA

ITEM # 9E



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:	January 5, 2026
Project:	Text Amendment – Jasper County Land Development Regulations, Article 10, <i>Stormwater Management</i> Section 10.2.B
Submitted For:	1 st 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.

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 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 sites located in a major subdivision that was previously approved and for which the stormwater infrastructure has been constructed **and meets the current stormwater requirements adopted October 3, 2011.**
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-__

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 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

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

WHEREAS, Article 10 of the Jasper County Land Development Regulations 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 Jasper County Land Development Regulations 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

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

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

WHEREAS, the proposed amendment to the Land Development Regulations is now before the Jasper County Council for determination;

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

- 1. Amend Article 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 (added language is marked in *italics*):

10:2.B Applicability and Exemptions.

1. The following activities 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.
2. 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 sites located in a major subdivision that was previously approved and for which the stormwater infrastructure has been constructed "*and meets the current stormwater requirements adopted October 3, 2011.*"
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.

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

John A Kemp, Chairman

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE 2026 -

First Reading: January 5, 2026

Second Reading: _____

Public hearing: _____

Enacted: _____

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 # 9F

ORDINANCE # O-2025-37

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$150,000,000 GENERAL OBLIGATION BONDS OF JASPER COUNTY, SOUTH CAROLINA PURSUANT TO THE AUTHORITY AND DIRECTION OF THE FAVORABLE RESULTS OF THE REFERENDUM CONDUCTED ON NOVEMBER 5, 2024; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

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(This Table of Contents for the Ordinance is for convenience of reference only and is not intended to define, limit, or describe the scope or intent of any provision of the Ordinance)

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- Exhibit A - Form of Bond.
- Exhibit B - Form of Official Notice of Sale.
- Exhibit C - Form of Continuing Disclosure Undertaking.

ORDINANCE # O-2025-37

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$150,000,000 GENERAL OBLIGATION BONDS OF JASPER COUNTY, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY AND DIRECTION OF THE FAVORABLE RESULTS OF THE REFERENDUM CONDUCTED ON NOVEMBER 5, 2024; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ENACTED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

As an incident to the enactment of this Ordinance and the issuance of the bonds provided for herein, the County Council of Jasper County, South Carolina (the “County Council”), the governing body of Jasper County, South Carolina (the “County”), find that the facts set forth herein exist and the statements made with respect thereto are true and correct.

WHEREAS, by virtue of the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended), as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended (the County Bond Act, as so amended and continued, being herein defined as the “County Bond Act”), the County is authorized to issue general obligation bonds of the County to defray the cost of any purpose for which the County might, under applicable constitutional provisions, issue bonds or levy taxes, and for any amount not exceeding the constitutional debt limit applicable to the County; and

WHEREAS, Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended, and the County Bond Act, authorize the County Council to issue general obligation bonds, subject to a referendum, for any purpose which is a corporate purpose of the County and subject to no conditions or restrictions limiting the incurring of such indebtedness except (i) those restrictions and limitations imposed in the authorization to incur such indebtedness; and (ii) such general obligation debt shall be issued within five years of the date of such referendum; and

WHEREAS, Title 4, Chapter 37 of the Code of Laws of South Carolina 1976, as amended (the “Transportation Facilities Financing Act”), authorizes counties to impose a sales and use tax for the purposes of funding the costs of highways, roads, streets, bridges, mass transit systems, greenbelts, and other transportation-related projects and facilities, subject to the results of a referendum, by the enactment of an ordinance pursuant to the Transportation Facilities Financing Act; and

WHEREAS, the Transportation Facilities Financing Act permits the revenues derived from the imposition of the sales and use tax to be pledged to the repayment of bonds issued by the County, the proceeds of which are to be used to fund the project or projects approved in the referendum; and

WHEREAS, pursuant to the provisions of the Transportation Facilities Financing Act, the County Council enacted Ordinance No. O-2024-16 (“Ordinance No. O-2024-16”) to provide for the imposition of a one percent sales and use tax (the “Transportation Sales Tax”) in Jasper County for a period not to exceed 15 years from the date of imposition of the Transportation Sales Tax, to fund, at a maximum cost not to exceed \$376,000,000, the costs of highways, roads, streets, bridges, and other transportation-related projects, and drainage facilities related thereto (as more specifically described in Ordinance No. O-2024-16, the “Transportation Projects”), and to fund, at a maximum cost not to exceed \$94,000,000 the costs of greenbelts (as more specifically described in Ordinance No. O-2024-16, the “Greenbelt Projects,” and collectively with the Transportation Projects, the “Referendum Projects”); and

WHEREAS, pursuant to the requirements of the Transportation Facilities Financing Act, a referendum was conducted in Jasper County on November 5, 2024 (the “Referendum”), for the purpose of approving the Transportation Sales Tax to pay costs of the Referendum Projects; and

WHEREAS, the Referendum was approved by a majority vote of voters in the Referendum; and

WHEREAS, there was submitted to and approved by the voters at a referendum conducted on November 5, 2024 (the “2024 Bond Referendum”), the question of the issuance of not exceeding \$150,000,000 of general obligation bonds of the County, payable from the Transportation Sales Tax and maturing over a period not to exceed 15 years, to fund costs of the Referendum Projects; and

WHEREAS, the 2024 Bond Referendum was approved by a majority of voters in the 2024 Bond Referendum; and

WHEREAS, County Council have determined to fund a portion of the costs of the design, acquisition, administrative, construction, and ancillary costs of the Referendum Projects by the issuance of general obligation bonds in the aggregate principal amount of not to exceed \$150,000,000, to be issued in one or more Series (the “Bonds”), pursuant to the authorization of the 2024 Bond Referendum and Ordinance No. O-2024-16;

NOW, THEREFORE, on the basis of the foregoing authorizations and for the purposes set forth above, the County Council enact this Ordinance to effect the issuance and sale of not exceeding \$150,000,000 general obligation bonds of the County, in one or more Series.

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1 **Defined Terms.**

The terms defined in the preambles to this Ordinance or in this Article (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Ordinance shall have the respective meanings specified in the preambles or this Article.

“Additional Proceedings” shall mean any resolution adopted by County Council or any certification provided by the Chair or the County Administrator with respect to the issuance of one or more Series of Bonds or the expenditure of Bond proceeds as provided in this Ordinance.

“Authenticating Agent” shall mean the authenticating agent for any Bonds designated pursuant to Section 1 of Article II hereof.

“Beneficial Owner” shall mean the person in whose name a Bond is recorded as the beneficial owner of the Bond by a Participant on the records of the Participant or such person’s subrogee.

“Bond Counsel” shall mean, with respect to the Bonds, Howell Linkous & Nettles, LLC, Charleston, South Carolina, or any other firm of attorneys of nationally recognised standing in the matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States, as are approved by the County.

“Bonds” shall mean the General Obligation Transportation Sales Tax Bonds of the County authorized to be issued hereunder, in one or more Series, in the total initial aggregate principal amount of not to exceed \$150,000,000.

“Bond Registrar” shall mean the bond registrar designated pursuant to the provisions of Section 1 of Article II hereof.

“Book-Entry Only System” shall have the meaning attributed to that term in Article II, Section 13 hereof.

“Books of Registry” shall mean the registration books maintained by the Bond Registrar in accordance with Section 8 of Article II hereof.

“Chair” shall mean the chairman of the County Council or, in his absence, the vice chairman of the County Council.

“Chief Financial Officer” shall mean the Director of Administrative Services of the County or, in her absence, any other officer or employee of the County designated in writing by the County Administrator to perform the duties of the Chief Financial Officer under this Ordinance.

“Clerk” shall mean the clerk of the County Council or, in her absence, the acting clerk.

“Continuing Disclosure Undertaking” shall mean any Disclosure Dissemination Agent Agreement or similar document authorized by this Ordinance, as it may be amended from time to time in accordance with the terms thereof.

“County” shall mean Jasper County, South Carolina.

“County Administrator” shall mean the County Administrator of the County.

“County Bond Act” shall mean the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended), as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended.

“County Council” shall mean the County Council of Jasper County, South Carolina, the governing body of the County or any successor governing body of the County.

“Debt Service” shall mean the scheduled amount of interest and amortisation of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“DTC” shall mean The Depository Trust Company, a limited purpose trust company organised under the laws of the State of New York, and its successors pursuant to Article II, Section 13 hereof.

“Financial Advisor” shall mean Stifel, Nicolaus & Company, Incorporated, the financial advisor to the County, with respect to the Bonds, and any other Independent Registered Municipal Advisor to the County as designated by the County Administrator.

“Fiscal Agents” shall mean the Paying Agent, the Bond Registrar, and the Authenticating Agent, with respect to the applicable Series of Bonds.

“Interest Payment Date” shall mean, with respect to any Series of Bonds, such date or dates as are designated for the payment of interest on such Series of Bonds by the Additional Proceedings prior to the issuance of such Series.

“Letter of Representations” shall mean the Blanket Letter of Representations of the County to DTC dated December 1, 2005, as may be amended or supplemented from time to time.

“Net Proceeds,” when used with reference to the Bonds, shall mean the face amount of the Bonds, plus accrued interest and premium, if any.

“Ordinance” shall mean this Ordinance as from time to time amended and supplemented by one or more supplemental ordinances enacted in accordance with the provisions of Article VII hereof.

“Participants” shall mean those broker-dealers, banks, and other financial institutions for which the Securities Depository holds Bonds as securities depository.

“Paying Agent” shall mean the paying agent for any Series of the Bonds designated pursuant to Section 1 of Article II hereof.

“Securities Depository” shall mean the administrator of the book-entry only system with respect to any of Series of Bonds, as further described in Article II, Section 13 hereof and any

successor appointed as provided in Article II, Section 13 hereof. The initial Securities Depository shall be DTC.

“Series” shall mean any Bonds issued hereunder and designated as part of the same series of Bonds by Additional Proceedings.

“Sinking Fund Account” shall mean the sinking fund account established and held by the Treasurer of Jasper County designed to provide for the payment of the principal of, premium, if any, and interest on the Bonds, as the same respectively fall due.

Section 2 General Rules of Interpretation.

For purposes of this Ordinance, except as otherwise expressly provided or the context otherwise requires:

(a) Articles, Sections, and Paragraphs, mentioned by number are the respective Articles, Sections, and Paragraphs, of this Ordinance so numbered.

(b) Except as otherwise expressly provided or unless the context otherwise requires, words importing persons include firms, associations, and corporations, and the masculine includes the feminine and the neuter.

(c) Words importing the redemption or redeeming or calling for redemption of a Bond do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(d) Words importing the singular number include the plural number and *vice versa*.

(e) The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

ARTICLE II

ISSUANCE OF BONDS

Section 1 Authorization of Bonds; Approval of Maturity Dates, Principal Amounts, and Interest Rates.

(a) Pursuant to the provisions of the County Bond Act and for the purposes of funding the costs of the Referendum Projects and paying costs of issuance of the Bonds, there shall be issued from time to time not to exceed in aggregate One Hundred Fifty Million and no/100 Dollars (\$150,000,000.00) of general obligation bonds of the County (the “Bonds”). The Bonds shall be designated “General Obligation Transportation Sales Tax Bonds;” and may be issued in one or more Series, and with such Series designation as approved by Additional Proceedings prior to the issuance of such Series.

(b) The Bonds shall be originally dated such date, shall be in fully-registered form, shall be in such denominations for each Series, as approved by Additional Proceedings, and may be numbered from R-1 upward in each Series.

(c) The Bonds will bear interest at such rates, payable on each Interest Payment Date, and will mature on the dates and in the amounts as are approved by Additional Proceedings.

(d) The Paying Agent, Authenticating Agent, and Bond Registrar for such Series shall be designated by Additional Proceedings as in the best interest of the County.

(e) The County Administrator or the Chair is hereby expressly delegated the authority to approve the sale and issuance of the Bonds so long as they conform to all of the parameters set forth in this Ordinance, including, but not limited to, this Section 1 of Article II.

Section 2 Redemption of Bonds.

(a) General. Except as otherwise expressly provided in any Additional Proceedings with respect to the issuance of a Series of Bonds, the Bonds may not be called for redemption by the County except as provided in this Section 2.

(b) Redemption. The Bonds of any Series as designated by Additional Proceedings may be subject to redemption prior to their maturity, in whole or in part, and by lot as to Bonds or portions of Bonds within a maturity of any Series as designated in writing by the County upon the terms and on the dates and at the redemption prices as approved by Additional Proceedings prior to the issuance of the Bonds.

(c) Partial Redemption of Bonds. In the event that only part of the principal amount of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of that Bond to the Paying Agent. Upon surrender of such Bond, the County shall execute and the Authenticating Agent shall authenticate and deliver to the holder thereof, at the office of the Authenticating Agent, or send to such holder by registered mail at his request, risk, and expense, a new fully-executed Bond or Bonds, of authorized denominations equal in aggregate principal amount to, and of the same Series, maturity, and interest rate as, the unredeemed portion of the Bond surrendered.

(d) Official Notice of Redemption. (i) Unless waived by any registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the County by mailing a copy of an official redemption notice by first class mail for such period of time as advised by Bond Counsel prior to the date fixed for redemption to the registered owners of the Bond or Bonds to be redeemed at the address shown on the Books of Registry. Notice of redemption shall describe whether and the conditions under which the call for redemption may be revoked. Failure to give notice by mail or any defect in any notice so mailed with respect to any Bond shall not affect the validity of the proceedings for such redemption for Bonds for which notice was properly given.

(ii) All official notices of redemption shall be dated and shall state:

(A) the redemption date,

- (B) the redemption price,
- (C) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds (including Series designation) to be redeemed,
- (D) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after such date, and
- (E) the place where such Bonds are to be surrendered for payment of the redemption price.

(e) Conditional Notice of Redemption of Bonds Permitted. In the case of an optional redemption, the notice may state (i) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent no later than the redemption date or (ii) that the County retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a “Conditional Redemption”), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded.

(f) Deposit of Funds. At least one day prior to any redemption date, the County shall deposit or cause to be deposited with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

(g) Effect of Deposit of Funds. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless (i) the County shall have revoked the redemption in accordance with the terms set forth in the official notice of redemption or (ii) the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. If said money shall not be available on the redemption date, such bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Instalments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same Series and maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be cancelled by the Paying Agent and shall not be reissued.

Section 3 Cancellation of Bonds.

All Bonds which have been redeemed shall be cancelled and either maintained or destroyed by the Paying Agent and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Paying Agent to the County upon the request of the Chief Financial Officer.

Section 4 Purchase of Bonds.

The Paying Agent shall, if and to the extent practicable, endeavour to purchase Bonds or portions of Bonds at the written direction of the County at the time, in the manner, and at the price as may be specified by the County. The Paying Agent may so purchase the Bonds; provided, that any limitations or restrictions on such redemption or purchases contained in this Ordinance or any applicable Additional Proceedings shall be complied with. The expenses of such purchase shall be deemed an expense of the Paying Agent to be paid by the County. The Paying Agent shall incur no liability for any purchase made in accordance with this Section or for its inability to effect such purchase in excess of the redemption price thereof.

Section 5 Medium of Payment.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

Section 6 Place of Payments; Selection of Paying Agent.

Principal and premium, if any, of the Bonds, when due, shall be payable at the designated office of the Paying Agent or as provided in any applicable Additional Proceedings. Interest on any Bond shall be payable as provided in the applicable Additional Proceedings.

Section 7 Execution of Bonds; Authenticating Agent.

(a) The Bonds shall be executed in the name of the County by the manual or facsimile signature of the Chair, and attested by the manual or facsimile signature of the Clerk, and the seal of the County shall be impressed or reproduced on each Bond. Any facsimile signature appearing on the Bonds may be that of the officer who is in office on the date of the enactment of this Ordinance. The Bonds shall be executed in respect of any manual signature by the person or persons holding office when such Bonds are ready for delivery. The execution of the Bonds in this fashion shall be valid and effective notwithstanding changes in the personnel of any of the above offices subsequent to their execution.

(b) The Bonds shall bear a certificate of authentication, substantially in the form set forth in Exhibit A duly executed by the Authenticating Agent. The Authenticating Agent shall authenticate each Bond with the manual signature of an authorized officer of the Authenticating Agent, but it shall not be necessary for the same authorized officer to authenticate all of the Bonds. Only such authenticated Bonds shall be entitled to any right or benefit under this Ordinance. Such certificate on any Bond issued hereunder shall be conclusive evidence that the Bond has been duly issued and is secured by the provisions hereof.

Section 8 Form of Bonds; Bond Registrar.

(a) The Bonds shall be issued in fully-registered form, and all principal, interest, or other

amounts due thereunder shall be payable only to the registered owner thereof. The County Council hereby direct the Bond Registrar to maintain, at the County's expense, the Books of Registry for the registration or transfer of the Bonds.

(b) The form of the Bonds and assignment provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance with any appropriate Series designation, variations, legends, omissions, and insertions as permitted or required by any applicable Additional Proceedings, this Ordinance, or law.

Section 9 Registration and Transfers of Bonds; Persons Treated as Owners.

(a) Each Bond shall be fully-registered and no Bond may be transferred except by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such registered Bond or Bonds, the County shall execute and the Authenticating Agent shall authenticate and deliver, subject to the provisions of Section 12 of this Article, in the name of the transferee, a new registered Bond or Bonds of the same Series, maturity, and aggregate principal amount as the unpaid principal amount of the surrendered Bond or Bonds.

(b) Any registered owner requesting any transfer shall pay all taxes or other governmental charges required to be paid with respect thereto. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on such Bonds shall be made only to or upon the order of the registered owner or his legal representative. All such payments shall be valid and effective to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid. No person other than the registered owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under any Bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in any Bond as against a person (including the registered owner) other than the County, as in the case where the registered owner is a trustee or nominee for two or more beneficial owners of an interest in any Bond.

(c) Except as may otherwise be provided in any applicable Additional Proceedings, the Bond Registrar shall not be required to exchange or transfer any Bond or portion thereof (i) for which notice of redemption has been mailed to the registered owner thereof or (ii) for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date.

Section 10 Mutilated, Lost, or Stolen Bonds.

In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute and the Authenticating Agent may authenticate a new Bond of like Series, date, maturity, interest rate, and denomination, as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bonds, they shall first be surrendered to the Paying Agent, and in the case of any lost, stolen, or destroyed Bonds, there shall be first furnished to the County and the Paying Agent evidence of their

loss, theft, or destruction satisfactory to the County and the Paying Agent, together with indemnity satisfactory to them; provided that in the case of a registered owner which is a bank or insurance company, the agreement of such bank or insurance company to indemnify the County and the Paying Agent shall be sufficient. In the event any such Bonds shall have matured, instead of issuing a duplicate Bond, the County may pay the same without surrender thereof. The County, the Paying Agent, and the Authenticating Agent, may charge the registered owner of such Bond with their reasonable fees and expenses to replace mutilated, lost, stolen, or destroyed Bonds.

Section 11 Exchange of Bonds.

Subject to the provisions of Section 9 of this Article, the Bonds, upon surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his duly authorized attorney, may, at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Paying Agent, the Authenticating Agent, or the Bond Registrar may make as provided in Section 12 of this Article, be exchanged for a principal amount of Bonds of any other authorized denominations of the same Series equal to the unpaid principal amount of surrendered Bonds.

Section 12 Regulations with Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging or transferring the Bonds is exercised, the County shall execute and the Authenticating Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Paying Agent. There shall be no charge for such exchange or transfer of the Bonds except that the Paying Agent, the Bond Registrar, and the Authenticating Agent, may make a charge sufficient to reimburse them, or any of them, for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 13 Book-Entry Only System for the Bonds.

(a) The provisions of this section shall apply with respect to any Bond registered to Cede & Co. or any other nominee of DTC while the book-entry only system (the “Book-Entry Only System”) provided for herein is in effect and shall, during the period of their application, supersede any contrary provisions of this Ordinance.

(b) The Bonds shall be issued as a single Bond for each maturity of each Series. On the date of the initial authentication and delivery of all of the Bonds, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC as the registered owner of the Bonds. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County shall have no responsibility or obligation to any Participant (which means securities brokers and dealers, banks, trust companies, clearing corporations, and various other entities, some of whom, or their representatives, own DTC) or to any Beneficial Owner (which means, when used with reference to the Book-Entry Only System, the person who is considered the beneficial owner thereof pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (i) the accuracy of the records of DTC, Cede & Co., or any Participant with respect to any ownership interests in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner, or

any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant, or any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or premium, if any, or interest on the Bonds. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of DTC, and all such payments shall be valid and effective fully to satisfy and discharge the County's obligations with respect to the principal of and premium, if any, and interest on such Bonds to the extent of the sum so paid. No person other than DTC shall receive a Bond. Upon delivery by DTC to the County of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." in this section shall refer to such new nominee of DTC.

(c) Upon receipt by the County of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities hereunder, the County shall issue, transfer, and exchange Bonds as requested by DTC in authorized denominations, and whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action after reasonable notice to arrange for a substitute Securities Depository willing and able upon reasonable and customary terms to maintain custody of the Bonds registered in whatever name or names the registered owners transferring or exchanging such Bonds shall designate in accordance with this section.

(d) In the event the County determines that it is in the best interests of the Beneficial Owners that they be able to obtain Bonds registered in the name of a registered owner other than DTC, the County may so notify DTC, whereupon DTC will notify the Participants of the availability through DTC of such Bonds. In such event, upon the return by DTC of Bonds held by DTC in the name of Cede & Co., the County shall issue, transfer, and exchange Bonds in authorized denominations as requested by DTC, and whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action after reasonable notice to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging Bonds shall designate, in accordance with this section.

(e) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Letter of Representations delivered by the County to DTC.

(f) In the event that the Book-Entry Only System pursuant to this section is discontinued, the Bonds shall be issued, transferred, and exchanged through DTC and its Participants to the Beneficial Owners.

ARTICLE III

SECURITY FOR BONDS

Section 1 Pledge of Full Faith, Credit, and Taxing Power; Additional Pledged Revenues.

(a) For the payment of the principal of and interest on the Bonds as the same respectively mature, and for the creation of such Sinking Fund Account as may be necessary therefor, the full faith, credit, and taxing power, of the County are irrevocably pledged, and, subject to the provisions of subparagraph (b) of this Section 1, there shall be levied annually by the Auditor of Jasper County, and collected by the Treasurer of Jasper County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal and interest of the Bonds as they respectively mature, and to create such Sinking Fund Account as may be necessary therefor.

(b) The Bonds shall be payable from, and additionally secured by a pledge of, the net revenues raised by the Transportation Sales Tax. Upon receipt of the net revenues of the Transportation Sales Tax from the State Treasurer, the Treasurer of Jasper County shall deposit that portion of the net revenues as directed by annual budget of the County Council into the Sinking Fund Account established for the Bonds and shall maintain proper books and records for an accounting thereof. To the extent the net revenues derived from the Transportation Sales Tax are or will be available and on deposit with the Treasurer of Jasper County prior to the due dates of Debt Service for any fiscal year, the County Council shall reduce the amount of taxes required to be levied and collected pursuant to Section 2 of this Article. Such net revenues received by the Treasurer of Jasper County from the State Treasurer from the Transportation Sales Tax shall be deposited in the Sinking Fund Account and on each payment date of the Bonds shall be applied to pay current Debt Service due on the Bonds. Pending such application, moneys held in such Account shall be invested by the Treasurer of Jasper County in accordance with law. All investment earnings shall be applied to pay Debt Service.

(c) The covenants and agreements herein set forth to be performed by the County shall be for the equal and proportionate benefit, security, and protection of all registered owners of the Bonds without preference, priority, or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds or any of the others for any reason or cause whatsoever, except as expressly provided herein or in the Bonds, and, except as aforesaid, all Bonds shall rank *pari passu* and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

(d) The County Council expressly reserves the right to pledge net revenues derived from the Transportation Sales Tax to secure the payment of other obligations of the County, including other general obligation bonds, revenue bonds, notes, leases, or contract obligations, or similar contracts or evidences of indebtedness, and to apply such net revenues that are not required to pay current Debt Service to the costs of Referendum Projects.

(e) Upon payment in full of all principal and interest due on the Bonds, whether at maturity or pursuant to defeasance in accordance with Article VI hereof, all funds derived from the

Transportation Sales Tax held by the Treasurer of Jasper County in the Sinking Fund Account shall be released from the lien and pledge in favor of the Bonds created hereby and shall be disbursed as set forth in Additional Proceedings to pay costs of the Referendum Projects.

Section 2 Levy and Collection of Property Taxes.

The Auditor and Treasurer of Jasper County, South Carolina, shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the County, an annual tax, without limit, sufficient to meet the payment of the principal of and interest on the Bonds, as the same respectively mature, and to create such Sinking Fund Account as may be necessary therefor.

ARTICLE IV

SALE OF BONDS; DISPOSITION OF PROCEEDS OF SALE

Section 1 Sale of Bonds.

The Bonds shall be sold, in one or more sales as separate Series, at public or private sale (as may be permitted by law), at the price of not less than 100% of par and any accrued interest to the date of delivery, in accordance with Section 11-27-40(9) of the Code of Laws of South Carolina 1976, as amended, on the terms and conditions as are set forth in Additional Proceedings. The County Administrator or the Chair is hereby expressly delegated the authority to approve the sale of the Bonds so long as they conform to all of the parameters set forth in Section 1 of Article II hereof. The sale of the Bonds shall be advertised or noticed as directed by the Chief Financial Officer upon the advice of Bond Counsel in accordance with Section 11-27-40(9) of the Code of Laws of South Carolina 1976, as amended. The form of said notices and the conditions of sale are substantially those set forth in Exhibit B attached hereto and made a part and parcel hereof. Bids for the purchase of the Bonds may be received in such form as determined by the Chief Financial Officer to be in the best interest of the County.

Section 2 Disposition of Proceeds of Sale of Bonds and Other Funds.

(a) The proceeds derived from the sale of any Series of Bonds issued pursuant to this Ordinance shall be made use of by the County Council as follows:

(i) Any accrued interest shall be deposited in the Sinking Fund Account and applied to the payment of the first installments of interest to become due on such Series of Bonds.

(ii) Any premium on such Series of Bonds shall be deposited in the Sinking Fund Account and applied to the payment of principal of or interest on such Series of Bonds.

(iii) The remaining proceeds derived from the sale of such Series of Bonds shall be applied as follows:

(A) Sufficient proceeds shall be applied to defray the costs of issuing such Series of Bonds.

(B) The remaining proceeds of such Series of Bonds shall be applied by the County to fund costs of the Referendum Projects; Decisions regarding allocation of Bond proceeds to Project Costs will be made as set forth in Additional Proceedings.

(C) Any remaining proceeds of a Series of Bonds, after their application to the purposes set forth in subparagraphs (A) and (B) above, together with investment earnings on the proceeds of the Bonds, shall be applied as directed as set forth in Additional Proceedings to defray costs of other Referendum Projects or to the redemption of any of the Bonds.

(b) No purchaser or registered owner of the Bonds shall be liable for the proper application of the proceeds thereof.

ARTICLE V

TAX EXEMPTION OF BONDS

Section 1 **Exemption from State Taxes.**

Both the principal of and interest on the Bonds shall be exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer taxes.

Section 2 **Federal Tax Provisions.**

The County Council hereby authorize the Chief Financial Officer to execute and deliver a tax regulatory agreement or certificate for the purpose of establishing and maintaining the excludability of interest on the Bonds which Bond Counsel has opined may be excluded from the gross income of the recipients thereof for federal income tax purposes.

ARTICLE VI

DEFEASANCE

Section 1 **Release of Ordinance.**

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the County under this Ordinance, and all other rights granted thereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within

the meaning of this Article in each of the following circumstances:

(i) If the Paying Agent shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred, and thereafter tender of such payment shall have been made, and the Paying Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(iii) If the County shall have deposited with the Paying Agent or other escrow agent meeting the requirements of a Fiscal Agent hereunder, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity of the Bonds to be defeased, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, so deposited at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due or to become due on and prior to the maturity date or dates; or

(iv) If there shall have been so deposited either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, so deposited at the same time, shall be sufficient to pay, when due, the principal and interest due or to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of subparagraphs (i), (ii), (iii), or (iv), in order for this Ordinance to be discharged, all other fees, expenses, and charges of the Fiscal Agents, shall have been paid in full at such time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Fiscal Agents shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent for the payment of the principal of, premium, if any, and interest on, the Bonds, to pay to the registered owners of Bonds the funds so held by the Fiscal Agents as and when such payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Fiscal Agents to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the administration of trusts by this Ordinance created and the performance of the powers and duties under this Ordinance of the Fiscal Agents.

Section 2 Deposit of Moneys.

Any moneys which at any time shall be deposited with a Fiscal Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned,

transferred, and set over to the Fiscal Agent in trust for the respective registered owners of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the registered owners of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Fiscal Agent to transfer such funds to the County.

Section 3 Notice of Release of Ordinance.

(a) In the event any of said Bonds are not to be redeemed within the sixty (60) days next succeeding the date the deposit required by Section 1(a)(iii) or (iv) of this Article is made, the County shall give the Fiscal Agent irrevocable instructions to mail, as soon as practicable by first class mail, a notice to the registered owners of such Bonds at the addresses shown on the Books of Registry that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of Section 1 of this Article has been made with the Fiscal Agent, and (ii) said Bonds are deemed to have been paid in accordance with this Article and stating such maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, said Bonds.

(b) The County covenants and agrees that any moneys which it shall deposit with the Fiscal Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article.

ARTICLE VII

AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 1 Amending and Supplementing of Ordinance Without Consent of Registered Owners of Bonds.

(a) The County Council, from time to time and at any time and without the consent or concurrence of any registered owner of any Bond, may enact an ordinance amendatory hereof or supplemental thereto, if the provisions of such supplemental ordinance shall not materially adversely affect the rights of the registered owners of the Bonds then outstanding, for any one or more of the following purposes:

(i) To make any changes or corrections in this Ordinance as to which the County Council shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing and correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Ordinance, or to insert in this Ordinance such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable;

(ii) To add additional covenants and agreements of the County for the purpose of further securing the payment of the Bonds;

(iii) To surrender any right, power, or privilege reserved to or conferred upon the County by the terms of this Ordinance;

(iv) To grant or confer upon the registered owners of the Bonds any additional rights, remedies, powers, authority, or security that lawfully may be granted to or conferred upon them; or

(v) To make such additions, deletions, or modifications as may be necessary to assure compliance with section 148(f) of the Code relating to required rebate to the United States of America or otherwise as may be necessary to assure the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(b) The County Council shall not enact any supplemental ordinance authorized by the foregoing provisions of this Section unless in the opinion of counsel (which opinion may be combined with the opinion required by Section 4 hereof) the enactment of such supplemental ordinance is permitted by the foregoing provisions of this Section and the provisions of such supplemental ordinance do not adversely affect the rights of the registered owners of the Bonds then outstanding.

Section 2 Amending and Supplementing of Ordinance With Consent of Registered Owners of Bonds.

(a) With the consent of the registered owners of not less than a majority in principal amount of the Bonds then outstanding the County Council from time to time and at any time may enact an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Ordinance, or modifying or amending the rights or obligations of the County under this Ordinance, or modifying or amending in any manner the rights of the registered owners of the Bonds then outstanding; provided, however, that without the specific consent of the registered owner of each such Bond which would be affected thereby, no supplemental ordinance amending or supplementing the provisions hereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price (or the redemption premium) payable upon the redemption or prepayment thereof; (ii) reduce the aforesaid percentage of Bonds, the registered owners of which are required to consent to any supplemental ordinance amending or supplementing the provisions of this Ordinance; or (iii) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the registered owners of the Bonds of the enactment of any supplemental ordinance authorized by the provisions of Section 1 of this Article.

(b) It shall not be necessary that the consents of the registered owners of the Bonds approve the particular form of the wording of the proposed amendment or supplement or of the supplemental ordinance effecting such amending or supplementing hereof pursuant to this Section. The County shall mail a notice at least once, not more than thirty (30) days after the effective date of such amendment or supplement, of such amendment or supplement postage prepaid, to each registered owner of Bonds then outstanding at his address appearing upon the Books of Registry and to the Paying Agent, but failure to mail copies of such notice to any of the registered owners shall not affect the validity of the supplemental ordinance effecting such amendments or supplements or

the consents thereto. Nothing in this paragraph contained, however, shall be construed as requiring the giving of notice of any amendment or supplement of this Ordinance authorized by Section 1 of this Article. No action or proceeding to set aside or invalidate such supplemental ordinance or any of the proceedings for its enactment shall be instituted or maintained unless such action or proceeding is commenced within sixty (60) days after the mailing of the notice required by this paragraph.

Section 3 Notation Upon Bonds; New Bonds Issued Upon Amendments.

Bonds delivered after the effective date of any action taken as provided in this Article may bear a notation as to such action, by endorsement or otherwise and in form approved by the County. In that case, upon demand of the registered owner of any Bond outstanding after such effective date and upon the presentation of the Bond for such purpose at the office of the Paying Agent, and at such additional offices, if any, as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. If the County shall so determine, new Bonds of the same Series, so modified as in the opinion of the County upon the advice of Bond Counsel to conform to the amendments or supplements made pursuant to this Article, shall be prepared, executed, and delivered, and upon demand of the registered owner of any Bond then outstanding shall be exchanged without cost to such registered owner for Bonds then outstanding, upon surrender of such outstanding Bonds.

Section 4 Effectiveness of Supplemental Ordinance.

Upon the enactment (pursuant to this Article and applicable law) by the County Council of any supplemental ordinance amending or supplementing the provisions of this Ordinance and the delivery to the Paying Agent and the County Council of an opinion of Bond Counsel that such supplemental ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon such later date as may be specified in such supplemental ordinance, (a) this Ordinance and the Bonds shall be modified and amended in accordance with such supplemental ordinance, (b) the respective rights, limitations of rights, obligations, duties, and immunities, under this Ordinance of the County, the Fiscal Agents, and the registered owners of the Bonds, shall thereafter be determined, exercised, and enforced under this Ordinance subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental ordinance shall be a part of the terms and conditions of the Bonds and of this Ordinance for any and all purposes.

Section 5 Supplemental Ordinance Affecting Fiscal Agents.

No supplemental ordinance changing, amending, or modifying any of the rights, duties, and obligations of any Fiscal Agent appointed by or pursuant to the provisions of this Ordinance may be enacted by the County Council or be consented to by the registered owners of the Bonds without written consent of such Fiscal Agent affected thereby.

ARTICLE VIII
CONCERNING THE FISCAL AGENTS

Section 1 **Fiscal Agents; Appointment and Acceptance of Duties.**

The Paying Agent, the Bond Registrar, the Authenticating Agent, and any escrow agent with respect to the Bonds shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Paying Agent, Bond Registrar, Authenticating Agent, or escrow agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

Section 2 **Responsibilities of Fiscal Agents.**

The recitals of fact contained herein and in the Bonds shall be taken as the statements of the County and no Fiscal Agent shall be deemed to assume any responsibility for the correctness of the same except in respect of the authentication certificate of the Authenticating Agent endorsed on the Bonds. No Fiscal Agent shall be deemed to make any representations as to the validity or sufficiency of this Ordinance or of any Bonds or as to the security afforded by this Ordinance, and no Fiscal Agent shall incur any liability in respect thereof. No Fiscal Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiscal Agent. No Fiscal Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiscal Agent shall be liable in the performance of its duties hereunder except for its own negligence or wilful misconduct.

Section 3 **Evidence on Which Fiscal Agents May Act.**

(a) Each Fiscal Agent, upon receipt of any notice, ordinance, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiscal Agent may consult with counsel, who may or may not be of counsel to the County, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the County Administrator or the Chair, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance; but in its discretion the Fiscal Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem

reasonable.

(c) Except as otherwise expressly provided in this Ordinance, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the County to any Fiscal Agent shall be sufficiently executed if executed in the name of the County by the County Administrator or the Chair.

Section 4 Compensation.

The County shall pay to each Fiscal Agent from time to time reasonable compensation based on the then standard fee schedule of the Fiscal Agent for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance; provided, however, that any specific agreement between the County and a Fiscal Agent with respect to the compensation of that Fiscal Agent shall control the compensation to be paid to it.

Section 5 Certain Permitted Acts.

Any Fiscal Agent may become the owner or underwriter of any bonds, notes, or other obligations of the County, or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiscal Agent. To the extent permitted by law, any Fiscal Agent may act as a depository for and permit any of its officers or directors to effect or aid in any reorganisation growing out of the enforcement of the Bonds or this Ordinance.

Section 6 Resignation of Any Fiscal Agent.

Any Fiscal Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than sixty (60) days' written notice to the County and not less than thirty (30) days' written notice to the registered owners of the Bonds (as established by the Books of Registry) prior to the next succeeding Interest Payment Date, and such resignation shall take effect upon the date specified in such notice unless a successor shall have been appointed previously by the County pursuant to Section 8 of this Article VIII, in which event such resignation shall take effect immediately upon the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 7 Removal of Fiscal Agent.

Any Fiscal Agent may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiscal Agent, and signed by either the County Administrator or the Chair or the registered owners representing a majority in principal amount of the Bonds then outstanding or their attorneys in fact duly authorized.

Section 8 Appointment of Successor Fiscal Agents.

(a) In case any Fiscal Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Every such Fiscal Agent appointed pursuant to the provisions of this Section 8 shall be a trust company or bank organised under state or federal laws and which is in good standing, within or outside the State of South Carolina, having a stockholders' equity of not less than \$25,000,000 if there be such institution willing, qualified, and able to accept the trust upon reasonable and customary terms.

(b) If in a proper case no appointment of a successor Fiscal Agent shall be made by the County pursuant to the foregoing provisions of this Section 8 within forty-five (45) days after any Fiscal Agent shall have given to the County written notice as provided in Section 6 of this Article VIII or after a vacancy in the office of such Fiscal Agent shall have occurred by reason of its removal or inability to act, the former Fiscal Agent or any registered owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after notice, if any, as the court may deem proper, appoint a successor.

Section 9 Transfer of Rights and Property to Successor.

Any successor Fiscal Agent appointed under this Ordinance shall execute, acknowledge, and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon the successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties, and obligations of the predecessor Fiscal Agent, with like effect as if originally named in that capacity; but the Fiscal Agent ceasing to act shall nevertheless, at the request of the County or at the written request of the successor Fiscal Agent, execute, acknowledge, and deliver, all instruments of conveyance and further assurance and do all things as may reasonably be required for more fully and certainly vesting and confirming in the successor Fiscal Agent all the right, title, and interest, of the predecessor Fiscal Agent in and to any property held by it under this Ordinance, and shall pay over, assign, and deliver, to the successor Fiscal Agent any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing, from the County be required by such successor Fiscal Agent for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers, and duties, any and all such deeds, conveyances, and instruments in writing, shall, on request, and so far as may be authorized by law, be executed, acknowledged, and delivered, by the County. Each successor Fiscal Agent shall promptly notify the other Fiscal Agents, if any, of its appointment as Fiscal Agent.

Section 10 Merger or Consolidation.

Any corporation or other organisation into which any Fiscal Agent may be merged or converted or with which it may be consolidated or any corporation or other organisation resulting from any merger, conversion, or consolidation or other organisation to which it may be party or any corporation or other organisation to which any Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such corporation or other organisation shall be a bank or trust company organised under state or federal laws, and shall be authorized by law to perform all

the duties imposed upon it by this Ordinance, shall be the successor to such Fiscal Agent without the execution or filing of any paper or the performance of any further act.

Section 11 Adoption of Authentication.

In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Authenticating Agent may adopt the certificate of authentication of any predecessor Authenticating Agent so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Authenticating Agent may authenticate such Bonds in the name of the predecessor Authenticating Agent or in the name of the successor Authenticating Agent, and in all such cases such certificate shall be of full force and effect.

ARTICLE IX

MISCELLANEOUS

Section 1 Execution of Closing Documents and Certificates.

The Chair, the Clerk, the County Administrator, the Chief Financial Officer of the County, and all other officers and employees of the County, are fully authorized and empowered to take all further action and to execute and deliver all closing documents and certificates as may be necessary and proper in order to complete the issuance of the Bonds and the action of such officers or any one or more of them in executing and delivering any documents, in the form as he or they shall approve, is hereby fully authorized.

Section 2 Vice Chair May Act in Chair's Absence; Acting Clerk May Act in Clerk's Absence.

In the absence of the Chair, the Vice Chair of the County Council is fully authorized to exercise all powers vested in the Chair under this Ordinance. In the absence of the Clerk, the acting Clerk of the County Council is fully authorized to exercise all powers and take all actions vested in the Clerk under this Ordinance.

Section 3 Official Statement.

The County Council hereby approve the use of a Preliminary Official Statement and Official Statement (or similar disclosure documents) relating to any Series of Bonds in such forms as approved by Additional Proceedings and hereby direct the use thereof with respect to the issuance and sale of any Series of Bonds.

Section 4 Benefits of Ordinance Limited to the County and Registered Owners of the Bonds.

With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to

confer upon or give to any person other than the County and the registered owners of the Bonds, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County and the registered owners from time to time of the Bonds as herein and therein provided.

Section 5 Ordinance Binding Upon Successors or Assigns of the County.

All the terms, provisions, conditions, covenants, warranties, and agreements contained in this Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the registered owners of the Bonds.

Section 6 No Personal Liability.

No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the County contained in this Ordinance or the Bonds, against any member of the County Council, or any officer or employee of the County, as such, in his or her individual capacity, past, present, or future, either directly or through the County, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, either directly or by reason of any of the obligations, covenants, promises, or agreements, entered into between the County and the registered owners of the Bonds or to be implied therefrom as being supplemental hereto or thereto; and that all personal liability of that character against every such member, officer, and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of the members, officers, and employees, of the County under the provisions contained in this Section shall survive the termination of this Ordinance.

Section 7 Effect of Saturdays, Sundays and Legal Holidays.

Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in a state where the office of any Fiscal Agent is located, the action shall be taken on the first secular or business day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in a state where the office of any Fiscal Agent is located, the time shall continue to run until midnight on the next succeeding secular or business day.

Section 8 Partial Invalidity.

(a) If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the County or any Fiscal Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such

agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the registered owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

(b) If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 9 Continuing Disclosure Undertaking.

(a) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended (“Section 11-1-85”), the County Council covenant to file with a central repository for availability in the secondary bond market when requested:

(i) An annual independent audit, within thirty days of the County Council’s receipt of the audit; and

(ii) Event specific information within 30 days of an event adversely affecting more than five percent of the aggregate of revenues of the County.

The only remedy for failure by the County Council to comply with the covenant in this Section 9 shall be an action for specific performance of this covenant. The County Council specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any registered owner of any Bonds.

(b) Upon the advice of Bond Counsel and the Financial Advisor, the County Council hereby authorize the Chief Financial Officer of the County to execute a Continuing Disclosure Undertaking, with respect to any Series of Bonds to be sold in a securities offering. The County Council further hereby covenant and agree that they will comply with and carry out all of the provisions of any Continuing Disclosure Undertaking. Notwithstanding any other provision of this Ordinance, failure of the County Council to comply with any Continuing Disclosure Undertaking shall not be considered an event of default with respect to the Bonds; however, any registered owner of Bonds sold by the County in a public offering may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County Council to comply with their obligations under this paragraph.

Section 10 Law and Place of Enforcement of the Ordinance.

This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of

competent jurisdiction in said State.

Section 11 Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the County Council, and any part of any resolution or ordinance, inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency.

Section 12 Effective Date of this Ordinance.

This Ordinance shall become effective upon approval following third reading.

(SEAL)

ATTEST:

Chair,
County Council of Jasper County,
South Carolina

Clerk,
County Council of
Jasper County, South Carolina

First Reading: 11.17.2025
Second Reading: 12.15.2025
Public Hearing: 12.15.2025
Third Reading: 01.05.2026

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
GENERAL OBLIGATION TRANSPORTATION SALES TAX BOND
SERIES [_____]**

NO. R-__

CUSIP NO. _____

Interest Rate: _____ and 00/100 percentum (_____%)

Maturity Date: _____ 1, _____

Original Date of Issue: _____, _____

Registered Owner: CEDE & Co.

Principal Amount: _____ and 00/100 (\$ _____) Dollars

KNOW ALL MEN BY THESE PRESENTS, that **JASPER COUNTY, SOUTH CAROLINA** (hereinafter called the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, is justly indebted and, for value received, hereby promises to pay the Registered Owner, or registered assigns, hereof on the Maturity Date set forth above (unless this bond be subject to redemption and shall have been duly called for previous redemption and payment of the redemption price made or provided for), the Principal Amount set forth above, and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the Principal Amount from the most recent [_____] 1 or [_____] 1 to which interest shall have been paid, or if no interest shall have been paid, from the Original Date of Issue, interest being payable to the Maturity Date hereof on the first days of [_____] and [_____] of each year (such dates being hereinafter referred to as the Interest Payment Dates), commencing [_____, ____], at the Interest Rate per annum specified above, until payment of the Principal Amount. The interest so payable and to be punctually paid or duly provided for on any Interest Payment Date will be paid to the person in whose name this bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month immediately preceding such Interest Payment Date (the Regular Record Date), by cheque or draught mailed to the registered owner by [_____] (the Paying Agent) at his address as it appears on the registration books (the Books of Registry) of the County as maintained by the Paying Agent as bond registrar (the Bond Registrar). The principal and premium, if any, of this bond, when due, shall be payable upon presentation and surrender of this bond at the corporate trust office of the Paying Agent in the City of [____], State of [_____]. Both the principal of and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for payment of public and private debts. For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit, and taxing power, of the County are irrevocably pledged.

THIS BOND is one of an issue of bonds of like original date of issue, tenor, and effect except as to number, denomination, date of maturity, date of authentication, rate of interest, redemption provisions, and registered owner, aggregating _____ Million _____ Dollars (\$ _____), issued pursuant to and for purposes authorized by the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended)

as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended; favorable results of a referendum conducted in Jasper County, South Carolina, on November 5, 2024; and an ordinance (the “Ordinance”) duly enacted by the County Council of Jasper County, South Carolina, in order to fund the costs of capital projects of the County and costs of issuance of the Bonds.

THE ORDINANCE contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the County made therein may be discharged at or prior to the maturity of this bond with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the registered owner of this bond. Reference is hereby made to the Ordinance, to all provisions of which any registered owner of this bond by the acceptance hereof thereby assents.

[**THE BONDS** maturing on or prior to [_____] 1, ____] are not subject to redemption prior to their maturity. The Bonds maturing after [_____] 1, ____], are subject to redemption on and after [_____] 1, ____], at the option of the County, in whole or in part at any time, and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), at the redemption price of par plus accrued interest to the date fixed for redemption.]

[**IF BONDS** are called for redemption prior to their maturity, notice of redemption, describing the bonds or portions of bonds to be redeemed and specifying the redemption date and place or places where amounts due upon redemption will be payable, must be given by the County by sending a notice, by first class mail, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to the registered owner of each bond to be redeemed in whole or in part at the address shown on the Books of Registry. Failure to give notice by mail or any defect in any notice mailed with respect to any bond shall not affect the validity of the proceedings for redemption as to bonds for which notice was properly given. Interest on the bonds or portions thereof to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the County defaults in making due provision for the payment of the redemption price thereof.]

ALL PRINCIPAL, interest, or other amounts due hereunder, shall be payable only to the Registered Owner hereof. This bond may not be transferred except by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner of this bond. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name this bond shall be registered shall be deemed and regarded as the absolute power hereof for all purposes, and payment of the principal of, premium, if any, and interest on, this bond shall be made only to or upon the order of the Registered Owner or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the County upon this bond to the extent of the sum or sums paid. No person other than the Registered Owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this bond, against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this bond as against a person (including the Registered Owner) other than the

County, as in the case where the Registered Owner is a trustee or nominee for two or more beneficial owners of an interest in this bond.

THE BOND REGISTRAR shall not be required to exchange or transfer any bond [(i) for which notice of redemption has been mailed to the Registered Owner or (ii)] for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date.

THIS BOND and the interest hereon are exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things, required by the Constitution and Laws of the State of South Carolina to exist, to happen, and to be performed, precedent to or in the issuance of this bond exist, have happened, and have been done and performed in regular and due time, form, and manner; that the total indebtedness of the County, including this bond and the issue of which this bond is one, does not exceed any constitutional or statutory limitation thereon; and that provision has been made for the levy and collection of sufficient annual taxes, without limit, for the payment of the principal and interest hereof, as they should fall due.

THIS BOND shall not be entitled to any benefit under the Ordinance or become valid or obligatory for any purpose until it shall have been authenticated by the execution of the Certificate of Authentication which appears hereon by the manual signature of an authorized officer of the authenticating agent.

IN WITNESS WHEREOF, JASPER COUNTY, SOUTH CAROLINA, has caused this bond to be signed in its name by the Chair of the County Council of Jasper County, by his manual signature, attested by the Clerk of the County Council of Jasper County, by her manual signature, under the Seal of Jasper County impressed or reproduced hereon, and this bond to be originally dated the Original Date of Issue.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chair
County Council of Jasper County,
South Carolina

ATTEST:

Clerk
County Council of Jasper County,
South Carolina

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the issue designated herein and issued under the provisions of the within-mentioned Ordinance.

[_____] ,
as Authenticating Agent

By: _____
Authorized Officer

Date of Authentication: _____

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entirety

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____

(Cust)

Custodian _____

(Minor)

under Uniform Gifts to Minors Act _____

(State)

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto _____ (Social Security No. or Other Identifying Number of Assignee _____) the within bond, and does hereby irrevocably constitute and appoint _____ to transfer the said bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____

Signature of Owner: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar programme.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

OFFICIAL NOTICE OF SALE

JASPER COUNTY, SOUTH CAROLINA
(PUBLIC OFFERING)

\$ _____ *

General Obligation [Transportation Sales Tax] Bonds, Series [_____]

*Preliminary, Subject to Change

NOTICE IS HEREBY GIVEN that Jasper County, South Carolina (the "County") will receive electronic bids for all, but not less than all, of the principal amount of Jasper County, South Carolina, General Obligation Transportation Sales Tax Bonds, Series [_____] (the "Bonds") until [_____] A.M. Eastern Time on

[_____, _____, ____]

The sale date of all or any portion of the Bonds may be modified by notice disseminated via TM3 (www.tm3.com) or another electronic information service at least forty-eight (48) hours prior to the time set for the receipt of bids on the modified date of sale. If a new date is selected for the receipt of bids for any or all of the Bonds, it will be disseminated via TM3 (www.tm3.com) or another electronic information service at least forty-eight (48) hours prior to the time set for the receipt of bids.

Electronic bids must be submitted to the Bidcomp/**PARITY** Competitive Bidding System ("**PARITY**"). No other form of bid or provider of electronic bidding services will be accepted. For the purposes of establishing the time all bids are received, the time as maintained by **PARITY** shall constitute the official time. **NOTICE OF A CHANGE OR CANCELLATION WILL BE GIVEN BY NOTIFICATION PUBLISHED ON TM3 (www.tm3.com) NOT LATER THAN [_____] P.M., EASTERN TIME ON THE DAY PRECEDING THE RECEIPT OF BIDS.** Such notice will specify the revised principal amounts and the change to the call provisions, if any, and any later date or time selected for the sale, which may be postponed or cancelled in the same manner. Consideration of the bids and the award of the Bonds will occur by 2:00 P.M. Eastern Time on the same day of the sale. Further information regarding the electronic bidding site may be obtained by contacting **PARITY** at (212) 806-8102.

DESCRIPTION: The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made available to the public. The Bonds will be dated as of the date of delivery, which is expected to occur on [_____, ____]. Interest will be payable semiannually on [_____] 1 and [_____] 1 of each year beginning [_____] 1, ____]. Principal of the Bonds will mature (subject to the right of redemption as hereinafter set forth) on [_____] 1 in the years and amounts, as follows (subject to adjustment as provided herein):

<u>Year</u> <u>Due November 1</u>	<u>Principal*</u>
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	

*Preliminary, Subject to Change

REVISED MATURITY SCHEDULE AND/OR CALL PROVISIONS: The preliminary annual principal amounts (the “Preliminary Annual Principal Amounts”) of the Bonds as set forth above in this Notice of Sale may be revised before the viewing of electronic bids for the purchase of the Bonds. Any such revisions (the “Revised Annual Principal Amounts”) **WILL BE GIVEN BY NOTIFICATION PUBLISHED ON TM3 (www.tm3.com) NOT LATER THAN 4:00 P.M., EASTERN TIME ON THE DAY PRECEDING THE RECEIPT OF BIDS.** In the event that no such revisions are made, the Preliminary Annual Principal Amounts will constitute the Revised Annual Principal Amounts. **BIDDERS SHALL SUBMIT BIDS BASED ON THE REVISED ANNUAL PRINCIPAL AMOUNTS, IF ANY.** Prospective bidders may request notification by facsimile transmission of any revisions to the Preliminary Annual Principal Amounts by so advising and faxing their telecopier number(s) to Brent Roberston, Stifel, Nicolaus & Company, Incorporated, Financial Advisor, at [(____) ____ - ____] by 4:00 P.M., EASTERN DAYLIGHT SAVINGS TIME, at least one day prior to the date for receipt of bids.

CHANGES TO REVISED MATURITY SCHEDULE: The County further reserves the right to change the Revised Annual Principal Amounts of the Bonds after determination of the successful bidder, by increasing or decreasing the principal amount of the Bonds by not more than fifteen percent (15%) of the total par amount. Such changes, if any, will determine the final annual

principal amounts (the “Final Annual Principal Amounts”). The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the Final Annual Principal Amounts of the Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices shall not change. **THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS.** The County anticipates that the Final Annual Principal Amounts of the Bonds will be communicated to the successful bidder subsequent to the award of the Bonds as soon as possible. **AS A RESULT OF ANY SUCH CHANGES IN THE FINAL ANNUAL PRINCIPAL AMOUNTS, THE SUCCESSFUL BIDDER’S UNDERWRITER’S DISCOUNT WILL BE ADJUSTED SO THAT THE ORIGINAL PURCHASE PRICE BID AS A PERCENTAGE OF PAR REMAINS THE SAME.** Notwithstanding the foregoing, the County may decrease the principal amount of each maturity by more than the percentages stipulated above of each Revised Principal Amount if permitted by the successful bidder.

[TERM BOND OPTION: Bidders may designate two (2) or more of the consecutive serial maturities for the Bonds as one (1) or more term bond maturities equal in aggregate principal amount to, and with mandatory sinking fund redemption requirements corresponding to, such designated serial maturities.]

[OPTIONAL REDEMPTION: The Bonds maturing on or prior to [_____] 1, _____], are not subject to optional redemption prior to their maturity. The Bonds maturing after [_____] 1, _____], are subject to redemption on and after [_____] 1, _____], at the option of the County, in whole or in part at any time, and by lot as to Bonds or portions of Bonds within a maturity designated by the County (but only in integral multiples of \$5,000), at the redemption price of par plus accrued interest to the date fixed for redemption.]

PURPOSE AND SECURITY: The proceeds of the Bonds will be used to fund construction of highways, roads, streets, bridges, and other transportation-related projects facilities, and drainage related thereto in Jasper County and greenspace projects of the County; and to pay costs of issuance of the Bonds. See “THE BONDS - Plan of Finance” in the Preliminary Official Statement.

The Bonds are general obligations of the County and the full faith, credit and taxing power of the County are irrevocably pledged to the payment of the principal and interest thereof. For more complete and detailed information, please see “THE BONDS – Security for the Bonds” in the Preliminary Official Statement.

BOOK-ENTRY REGISTRATION: The Bonds will be dated the date of delivery, which is scheduled to occur on [_____, ____]. The Bonds will be issued as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof, only in book-entry form payable to a nominee of The Depository Trust Company, Brooklyn, New York (“DTC”), as securities depository for the Bonds. Reference is made to the Preliminary Official Statement relating to the Bonds for the applicable provisions relating to the transfer of beneficial ownership, the responsibilities of DTC participants, and the right of the County to discontinue use of the book-entry only system.

SUBMISSION OF BID: Electronic bids must be submitted to **PARITY**. All prospective bidders must be contracted customers of i-Deal's Bidcomp Competitive Bidding System. If you do not have a contract with Bidcomp, call (212) 404-8102 to become a customer. By submitting a bid, a prospective bidder represents and warrants to the County that such a bidder's bid for the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid, and enforceable contract for the purchase of the Bonds. By contracting with **PARITY** a prospective bidder is not obligated to submit a bid in connection with the sale. If any provisions of this Notice of Sale shall conflict with information provided by **PARITY** as the selected provider of electronic bidding services, this Notice of Sale shall control.

INTEREST RATE AND BIDDING DETAILS: The rate of interest specified for any maturity may not be less than []% and may not exceed []% per annum. Bidders may specify the rate or rates of interest the Bonds are to bear in multiples of 1/8th or 1/20th of 1%, but no maturity may bear interest at more than one rate. A bid for less than all of the Bonds, or a bid for less than 100 percent (100.00%) of the par value of the Bonds, or a bid for greater than []% of the par value of the Bonds will not be considered.

BASIS OF AWARD: Unless all bids are rejected, the Bonds will be awarded to the responsible bidder whose bid complies with this Notice of Sale and results in the lowest true interest cost to the County. The lowest true interest cost will be determined in accordance with the True Interest Cost ("TIC") method by doubling the semi-annual interest rate, compounded semi-annually, necessary to discount the debt service payments from the debt service payment dates to the dated date of the Bonds and to the aggregate purchase price. If two (2) or more responsible bidders offer to purchase the Bonds at the same lowest TIC, the Bonds may be apportioned between such bidders if it is agreeable to each of the bidders who have offered the price producing the same lowest TIC; provided, that if apportionment is not acceptable to such bidders, the County will have the right to award the Bonds to one of such bidders. There will be no auction. The County reserves the right to waive irregularities in any bid and to reject any or all bids.

NO GOOD FAITH DEPOSIT: A good faith deposit is not required for a bid to be considered for the Bonds.

DELIVERY AND PAYMENT: Delivery of the Bonds will be made through the facilities of DTC within 45 days from the date of award, accompanied by a certified transcript of the record of proceedings, a Signature and No-Litigation Certificate, a Non-Arbitrage and Tax Certificate, and the approving opinion of Howell Linkous & Nettles, LLC. In addition, the approving opinion of Bond Counsel, substantially in the form included as an Appendix to the Preliminary Official Statement, will be delivered to the Purchaser. Certain legal matters are to be passed upon for the County by [], County Attorney. Payment for the Bonds shall be made by wire transfer in immediately available federal funds. Delivery is expected on or about [], ____].

Concurrently with the delivery of the Bonds, the County will furnish a certificate, signed by the appropriate officials, stating in effect that, as of its date and at all times subsequent thereto and up to the time of delivery of the Bonds, the information contained in the Preliminary Official Statement was, and such information contained in the Official Statement is, true and correct in all material

respects and does not contain any untrue statement of a material fact and does not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

CUSIP NUMBERS: The County shall assume no obligation for the assignment of CUSIP numbers for the Bonds or for the correctness of any such numbers printed thereon, but the County will permit such printing to be done at the expense of the successful bidder, provided that such printing does not result in any delay of the date of delivery of the Bonds. Neither the failure to print such numbers on any Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds.

OFFICIAL STATEMENT: A Preliminary Official Statement has been prepared by the County, and such Preliminary Official Statement is deemed final by the County for purposes of compliance with Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Rule”). Any omission of information from the Preliminary Official Statement is allowable under the Rule. The County will prepare and provide to the Purchaser, within seven (7) business days after the award, up to [] copies of the final Official Statement (the “Final Official Statement”) without cost to the Purchaser. The Final Official Statement shall be in substantially the same form as the Preliminary Official Statement, subject to any additions, deletions, or revisions that the County believes are necessary.

After the award of the Bonds, the County will prepare copies of the Final Official Statement and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request. The successful bidder shall be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. Additional copies of the Final Official Statement may be printed at the successful bidder’s expense, if such bidder agrees to pay the County in advance for the cost of any additional copies.

PURCHASER’S CERTIFICATION REGARDING ISSUE PRICE:

The winning bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County on the closing date an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Howell Linkous & Nettles, LLC, Bond Counsel for the County. All actions to be taken by the County under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the County by the County’s municipal advisor identified herein and any notice or report to be provided to the County may be provided to the County’s municipal advisor.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because: (i) the County shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably

designed to reach potential underwriters; (ii) all bidders shall have an equal opportunity to bid; (iii) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (iv) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the County shall so advise the winning bidder. The County may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold the offering price rule”), in each case applied on a maturity by maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the County if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The County shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold the offering price rule. Bids will not be subject to cancellation in the event that the County determines to apply the hold the offering price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold the offering price rule in order to establish the issue price of the Bonds.

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold the offering price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (A) the close of the fifth (5th) business day after the sale date; or (B) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the County the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The County acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold the offering price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold the offering price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold the offering price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold the offering price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold the offering price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold the offering price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale: (i) "public" means any person other than an underwriter or a related party, (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or

\$ _____
JASPER COUNTY, SOUTH CAROLINA
General Obligation Transportation Sales Tax Bonds, Series _____

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. *Reasonably Expected Initial Offering Price.*

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. *Defined Terms.*

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, ____.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by Jasper County, South Carolina (the "County") with respect to certain of the representations set forth in the Non-Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Howell Linkous & Nettles, LLC in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the County from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: _____, _____

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

CONTINUING DISCLOSURE UNDERTAKING

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$150,000,000
GENERAL OBLIGATION BONDS OF JASPER COUNTY, SOUTH CAROLINA PURSUANT
TO THE AUTHORITY AND DIRECTION OF THE FAVORABLE RESULTS OF THE
REFERENDUM CONDUCTED ON NOVEMBER 5, 2024; TO PRESCRIBE THE PURPOSES
FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT
THEREOF; AND OTHER MATTERS RELATING THERETO.

TABLE OF CONTENTS

(This Table of Contents for the Ordinance is for convenience of reference only and is not intended to define, limit, or describe the scope or intent of any provision of the Ordinance)

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AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$150,000,000 GENERAL OBLIGATION BONDS OF JASPER COUNTY, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY AND DIRECTION OF THE FAVORABLE RESULTS OF THE REFERENDUM CONDUCTED ON NOVEMBER 5, 2024; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ENACTED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

As an incident to the enactment of this Ordinance and the issuance of the bonds provided for herein, the County Council of Jasper County, South Carolina (the "County Council"), the governing body of Jasper County, South Carolina (the "County"), find that the facts set forth herein exist and the statements made with respect thereto are true and correct.

WHEREAS, by virtue of the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended), as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended (the County Bond Act, as so amended and continued, being herein defined as the "County Bond Act"), the County is ~~authorised~~authorized to issue general obligation bonds of the County to defray the cost of any purpose for which the County might, under applicable constitutional provisions, issue bonds or levy taxes, and for any amount not exceeding the constitutional debt limit applicable to the County; and

WHEREAS, Article X, Section 14 of the Constitution of the State of South Carolina, [1895, as amended](#), Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended, and the County Bond Act, ~~authorise~~authorize the County Council to issue general obligation bonds, subject to a referendum, for any purpose which is a corporate purpose of the County and subject to no conditions or restrictions limiting the incurring of such indebtedness except (i) those restrictions and limitations imposed in the ~~authorisation~~authorization to incur such indebtedness; and (ii) such general obligation debt shall be issued within five years of the date of such referendum; and

WHEREAS, Title 4, Chapter 37 of the Code of Laws of South Carolina 1976, as amended (the "Transportation Facilities Financing Act"), ~~authorises~~authorizes counties to impose a sales and use tax for the purposes of funding the costs of highways, roads, streets, bridges, mass transit systems, greenbelts, and other transportation-related projects and facilities, subject to the results of a referendum, by the enactment of an ordinance pursuant to the Transportation Facilities Financing Act; and

WHEREAS, the Transportation Facilities Financing Act permits the revenues derived from the imposition of the sales and use tax to be pledged to the repayment of bonds issued by the County, the proceeds of which are to be used to fund the project or projects approved in the referendum; and

WHEREAS, pursuant to the provisions of the Transportation Facilities Financing Act, the County Council enacted Ordinance No. O-2024-16 (“Ordinance No. O-2024-16”) to provide for the imposition of a one percent sales and use tax (the “Transportation Sales Tax”) in Jasper County for a period not to exceed 15 years from the date of imposition of the Transportation Sales Tax, to fund, at a maximum cost not to exceed \$376,000,000, the costs of highways, roads, streets, bridges, and other transportation-related projects, and drainage facilities related thereto (as more specifically described in Ordinance No. O-2024-16, the “Transportation Projects”), and to fund, at a maximum cost not to exceed \$94,000,000 the costs of greenbelts (as more specifically described in Ordinance No. O-2024-16, the “Greenbelt Projects,” and collectively with the Transportation Projects, the “Referendum Projects”); and

WHEREAS, pursuant to the requirements of the Transportation Facilities Financing Act, a referendum was conducted in Jasper County on November 5, 2024 (the “Referendum”), for the purpose of approving the Transportation Sales Tax to pay costs of the Referendum Projects; and

WHEREAS, the Referendum was approved by a majority vote of voters in the Referendum; and

WHEREAS, there was submitted to and approved by the voters at a referendum conducted on November 5, 2024 (the “2024 Bond Referendum”), the question of the issuance of not exceeding \$150,000,000 of general obligation bonds of the County, payable from the Transportation Sales Tax and maturing over a period not to exceed 15 years, to fund costs of the Referendum Projects; and

WHEREAS, the 2024 Bond Referendum was approved by a majority of voters in the 2024 Bond Referendum; and

WHEREAS, County Council have determined to fund a portion of the costs of the design, acquisition, administrative, construction, and ancillary costs of the Referendum Projects by the issuance of general obligation bonds in the aggregate principal amount of not to exceed \$150,000,000, to be issued in one or more Series (the “Bonds”), pursuant to the ~~authorisation~~[authorization](#) of the 2024 Bond Referendum and Ordinance No. O-2024-16;

NOW, THEREFORE, on the basis of the foregoing ~~authorisations~~[authorizations](#) and for the purposes set forth above, the County Council enact this Ordinance to effect the issuance and sale of not exceeding \$150,000,000 general obligation bonds of the County, in one or more Series.

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1 **Defined Terms.**

The terms defined in the preambles to this Ordinance or in this Article (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this

Ordinance shall have the respective meanings specified in the preambles or this Article.

“Additional Proceedings” shall mean any resolution adopted by County Council or any certification provided by the Chair or the County Administrator with respect to the issuance of one or more Series of Bonds or the expenditure of Bond proceeds as provided in this Ordinance.

“Authenticating Agent” shall mean the authenticating agent for any Bonds designated pursuant to Section 1 of Article II hereof.

“Beneficial Owner” shall mean the person in whose name a Bond is recorded as the beneficial owner of the Bond by a Participant on the records of the Participant or such person’s subrogee.

“Bond Counsel” shall mean, with respect to the Bonds, Howell Linkous & Nettles, LLC, Charleston, South Carolina, or any other firm of attorneys of nationally recognised standing in the matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States, as are approved by the County.

“Bonds” shall mean the General Obligation Transportation Sales Tax Bonds of the County ~~authorised~~ authorized to be issued hereunder, in one or more Series, in the total initial aggregate principal amount of not to exceed \$150,000,000.

“Bond Registrar” shall mean the bond registrar designated pursuant to the provisions of Section 1 of Article II hereof.

“Book-Entry Only System” shall have the meaning attributed to that term in Article II, Section 13 hereof.

“Books of Registry” shall mean the registration books maintained by the Bond Registrar in accordance with Section 8 of Article II hereof.

“Chair” shall mean the chairman of the County Council or, in his absence, the vice chairman of the County Council.

“Chief Financial Officer” shall mean the Director of Administrative Services of the County or, in her absence, any other officer or employee of the County designated in writing by the County Administrator to perform the duties of the Chief Financial Officer under this Ordinance.

“Clerk” shall mean the clerk of the County Council or, in her absence, the acting clerk.

~~“Closing Date” shall mean, with respect to any Series of Bonds, the date upon which there is an exchange of the Bonds of such Series for the proceeds representing the purchase price of such Series by the Original Purchasers thereof.~~

“Continuing Disclosure Undertaking” shall mean any Disclosure Dissemination Agent Agreement or similar document ~~authorised~~authorized by this Ordinance, as it may be amended from time to time in accordance with the terms thereof.

“County” shall mean Jasper County, South Carolina.

“County Administrator” shall mean the County Administrator of the County.

“County Bond Act” shall mean the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended), as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended.

“County Council” shall mean the County Council of Jasper County, South Carolina, the governing body of the County or any successor governing body of the County.

~~“Dated Date” shall mean, with respect to the Bonds of any Series, the date of original delivery of the Bonds of such Series.~~

“Debt Service” shall mean the scheduled amount of interest and amortisation of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“DTC” shall mean The Depository Trust Company, a limited purpose trust company organised under the laws of the State of New York, and its successors pursuant to Article II, Section 13 hereof.

“Financial Advisor” shall mean Stifel, Nicolaus & Company, Incorporated, the financial advisor to the County, with respect to the Bonds, and any other Independent Registered Municipal Advisor to the County as designated by the County Administrator.

“Fiscal Agents” shall mean the Paying Agent, the Bond Registrar, and the Authenticating Agent, with respect to the applicable Series of Bonds.

“Interest Payment Date” shall mean, with respect to any Series of Bonds, such date or dates as are designated for the payment of interest on such Series of Bonds by the Additional Proceedings ~~[the County Administrator][the Chair][resolution adopted by the County Council]~~ prior to the issuance of such Series.

“Letter of Representations” shall mean the Blanket Letter of Representations of the County to DTC dated December 1, 2005, as may be amended or supplemented from time to time.

“Net Proceeds,” when used with reference to the Bonds, shall mean the face amount of the Bonds, plus accrued interest and premium, if any.

“Ordinance” shall mean this Ordinance as from time to time amended and supplemented by one or more supplemental ordinances enacted in accordance with the provisions of Article VII

hereof.

~~“Original Purchaser” shall mean the first purchaser of any Series of Bonds from the County.~~

“Participants” shall mean those broker-dealers, banks, and other financial institutions for which the Securities Depository holds Bonds as securities depository.

“Paying Agent” shall mean the paying agent for any Series of the Bonds designated pursuant to Section 1 of Article II hereof.

“Securities Depository” shall mean the administrator of the book-entry only system with respect to any of Series of Bonds, as further described in Article II, Section 13 hereof and any successor appointed as provided in Article II, Section 13 hereof. The initial Securities Depository shall be DTC.

“Series” shall mean any Bonds issued hereunder and designated as part of the same series of Bonds by Additional Proceedings ~~[the County Administrator][the Chair][resolution adopted by County Council].~~

“Sinking Fund Account” shall mean the sinking fund account established and held by the Treasurer of Jasper County designed to provide for the payment of the principal of, premium, if any, and interest on the Bonds, as the same respectively fall due.

Section 2 General Rules of Interpretation.

For purposes of this Ordinance, except as otherwise expressly provided or the context otherwise requires:

(a) Articles, Sections, and Paragraphs, mentioned by number are the respective Articles, Sections, and Paragraphs, of this Ordinance so numbered.

(b) Except as otherwise expressly provided or unless the context otherwise requires, words importing persons include firms, associations, and corporations, and the masculine includes the feminine and the neuter.

(c) Words importing the redemption or redeeming or calling for redemption of a Bond do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(d) Words importing the singular number include the plural number and *vice versa*.

(e) The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

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ARTICLE II

ISSUANCE OF BONDS

Section 1 ~~Authorisation~~Authorization of Bonds; Approval of Maturity Dates, Principal Amounts, and Interest Rates.

(a) Pursuant to the provisions of the County Bond Act and for the purposes of funding the costs of the Referendum Projects and paying costs of issuance of the Bonds, there shall be issued from time to time not to exceed in aggregate One Hundred Fifty Million and no/100 Dollars (\$150,000,000.00) of general obligation bonds of the County (the "Bonds"). The Bonds shall be designated "General Obligation Transportation Sales Tax Bonds;" and may be issued in one or more Series, and with such Series designation as approved by Additional Proceedings ~~[the County Administrator][the Chair][resolution adopted by County Council]~~ prior to the issuance of such Series.

(b) The Bonds shall be originally dated such date, shall be in fully-registered form, shall be in such denominations for each Series, as approved by Additional Proceedings ~~[the County Administrator][the Chair][resolution adopted by County Council prior to the issuance of such Bonds]~~, and may be numbered from R-1 upward in each Series.

(c) The Bonds will bear interest at such rates, payable on each Interest Payment Date, and will mature on the dates and in the amounts as are approved by Additional Proceedings ~~[the County Administrator][the Chair][resolution adopted by County Council prior to the issuance of such Bonds]~~.

(d) The Paying Agent, Authenticating Agent, and Bond Registrar for such Series shall be designated by Additional Proceedings ~~[the County Administrator][the Chair][resolution adopted by County Council]~~ as in the best interest of the County.

(e) The ~~[County Administrator]~~ or the Chair is hereby expressly delegated the authority to approve the sale and issuance of the Bonds so long as they conform to all of the parameters set forth in this Ordinance, including, but not limited to, this Section 1 of Article II.

Section 2 Redemption of Bonds.

(a) General. Except as otherwise expressly provided in any Additional Proceedings with respect to the issuance of a Series of Bonds, the Bonds may not be called for redemption by the County except as provided in this Section 2.

(b) Redemption. The Bonds of any Series as designated by Additional Proceedings ~~[the County Administrator][the Chair][resolution adopted by County Council]~~ may be subject to redemption prior to their maturity, in whole or in part, and by lot as to Bonds or portions of Bonds within a maturity of any Series as designated in writing by the County upon the terms and on the dates and at the redemption prices as approved by Additional Proceedings ~~[the County Administrator][the Chair][resolution adopted by County Council]~~ prior to the issuance of the

Bonds.

(c) Partial Redemption of Bonds. In the event that only part of the principal amount of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of that Bond to the Paying Agent. Upon surrender of such Bond, the County shall execute and the Authenticating Agent shall authenticate and deliver to the holder thereof, at the office of the Authenticating Agent, or send to such holder by registered mail at his request, risk, and expense, a new fully-executed Bond or Bonds, of ~~authorized~~ authorized denominations equal in aggregate principal amount to, and of the same Series, maturity, and interest rate as, the unredeemed portion of the Bond surrendered.

(d) Official Notice of Redemption. (i) Unless waived by any registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the County by mailing a copy of an official redemption notice by first class mail for such period of time as advised by Bond Counsel prior to the date fixed for redemption to the registered owners of the Bond or Bonds to be redeemed at the address shown on the Books of Registry. Notice of redemption shall describe whether and the conditions under which the call for redemption may be revoked. Failure to give notice by mail or any defect in any notice so mailed with respect to any Bond shall not affect the validity of the proceedings for such redemption for Bonds for which notice was properly given.

(ii) All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds (including Series designation) to be redeemed,
- (D) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after such date, and
- (E) the place where such Bonds are to be surrendered for payment of the redemption price.

(e) Conditional Notice of Redemption of Bonds Permitted. In the case of an optional redemption, the notice may state (i) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent no later than the redemption date or (ii) that the County retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded.

(f) Deposit of Funds. At least one day prior to any redemption date, the County shall deposit or cause to be deposited with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

(g) Effect of Deposit of Funds. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless (i) the County shall have revoked the redemption in accordance with the terms set forth in the official notice of redemption or (ii) the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. If said money shall not be available on the redemption date, such bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Instalments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same Series and maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be cancelled by the Paying Agent and shall not be reissued.

Section 3 Cancellation of Bonds.

All Bonds which have been redeemed shall be cancelled and either maintained or destroyed by the Paying Agent and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Paying Agent to the County upon the request of the Chief Financial Officer.

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Section 4 Purchase of Bonds.

The Paying Agent shall, if and to the extent practicable, endeavour to purchase Bonds or portions of Bonds at the written direction of the County at the time, in the manner, and at the price as may be specified by the County. The Paying Agent may so purchase the Bonds; provided, that any limitations or restrictions on such redemption or purchases contained in this Ordinance or any applicable Additional Proceedings shall be complied with. The expenses of such purchase shall be deemed an expense of the Paying Agent to be paid by the County. The Paying Agent shall incur no liability for any purchase made in accordance with this Section or for its inability to effect such purchase in excess of the redemption price thereof.

Section 5 Medium of Payment.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

Section 6 Place of Payments; Selection of Paying Agent.

Principal and premium, if any, of the Bonds, when due, shall be payable at the designated office of the Paying Agent for as provided in any applicable Additional Proceedings~~+~~. Interest on any Bond shall be payable as provided in the applicable Additional Proceedings.

Section 7 Execution of Bonds; Authenticating Agent.

(a) The Bonds shall be executed in the name of the County by the manual or facsimile signature of the Chair, and attested by the manual or facsimile signature of the Clerk, and the seal of the County shall be impressed or reproduced on each Bond. Any facsimile signature appearing on the Bonds may be that of the officer who is in office on the date of the enactment of this Ordinance. The Bonds shall be executed in respect of any manual signature by the person or persons holding office when such Bonds are ready for delivery. The execution of the Bonds in this fashion shall be valid and effective notwithstanding changes in the personnel of any of the above offices subsequent to their execution.

(b) The Bonds shall bear a certificate of authentication, substantially in the form set forth in Exhibit A duly executed by the Authenticating Agent. The Authenticating Agent shall authenticate each Bond with the manual signature of an ~~authorised~~authorized officer of the Authenticating Agent, but it shall not be necessary for the same ~~authorised~~authorized officer to authenticate all of the Bonds. Only such authenticated Bonds shall be entitled to any right or benefit under this Ordinance. Such certificate on any Bond issued hereunder shall be conclusive evidence that the Bond has been duly issued and is secured by the provisions hereof.

Section 8 Form of Bonds; Bond Registrar.

(a) The Bonds shall be issued in fully-registered form, and all principal, interest, or other amounts due thereunder shall be payable only to the registered owner thereof. The County Council hereby direct the Bond Registrar to maintain, at the County's expense, the Books of Registry for the registration or transfer of the Bonds.

(b) The form of the Bonds and assignment provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance with any appropriate Series designation, variations, legends, omissions, and insertions as permitted or required by any applicable Additional Proceedings, this Ordinance, or law.

Section 9 Registration and Transfers of Bonds; Persons Treated as Owners.

(a) Each Bond shall be fully-registered and no Bond may be transferred except by the registered owner thereof in person or by his attorney duly ~~authorised~~authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly ~~authorised~~authorized attorney. Upon the transfer of any such registered Bond or Bonds, the County shall execute and the Authenticating Agent shall authenticate and deliver, subject to the provisions of Section 12 of this Article, in the name of the transferee, a new registered Bond or Bonds of the same Series, maturity, and aggregate principal amount as the unpaid principal amount of the surrendered Bond or Bonds.

(b) Any registered owner requesting any transfer shall pay all taxes or other governmental charges required to be paid with respect thereto. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on such Bonds shall be made only to or upon the order of the registered owner or his legal representative. All such payments shall be valid and effective to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid. No person other than the registered owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under any Bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in any Bond as against a person (including the registered owner) other than the County, as in the case where the registered owner is a trustee or nominee for two or more beneficial owners of an interest in any Bond.

(c) Except as may otherwise be provided in any applicable Additional Proceedings, the Bond Registrar shall not be required to exchange or transfer any Bond or portion thereof (i) for which notice of redemption has been mailed to the registered owner thereof or (ii) for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date.

Section 10 Mutilated, Lost, or Stolen Bonds.

In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute and the Authenticating Agent may authenticate a new Bond of like Series, date, maturity, interest rate, and denomination, as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bonds, they shall first be surrendered to the Paying Agent, and in the case of any lost, stolen, or destroyed Bonds, there shall be first furnished to the County and the Paying Agent evidence of their loss, theft, or destruction satisfactory to the County and the Paying Agent, together with indemnity satisfactory to them; provided that in the case of a registered owner which is a bank or insurance company, the agreement of such bank or insurance company to indemnify the County and the Paying Agent shall be sufficient. In the event any such Bonds shall have matured, instead of issuing a duplicate Bond, the County may pay the same without surrender thereof. The County, the Paying Agent, and the Authenticating Agent, may charge the registered owner of such Bond with their reasonable fees and expenses to replace mutilated, lost, stolen, or destroyed Bonds.

Section 11 Exchange of Bonds.

Subject to the provisions of Section 9 of this Article, the Bonds, upon surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his duly ~~authorised~~authorized attorney, may, at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Paying Agent, the Authenticating Agent, or the Bond Registrar may make as provided in Section 12 of this Article, be exchanged for a principal amount of Bonds of any other ~~authorised~~authorized denominations of the same Series equal to the unpaid principal amount of surrendered Bonds.

Section 12 Regulations with Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging or transferring the Bonds is exercised, the County shall execute and the Authenticating Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Paying Agent. There shall be no charge for such exchange or transfer of the Bonds except that the Paying Agent, the Bond Registrar, and the Authenticating Agent, may make a charge sufficient to reimburse them, or any of them, for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 13 Book-Entry Only System for the Bonds.

(a) The provisions of this section shall apply with respect to any Bond registered to Cede & Co. or any other nominee of DTC while the book-entry only system (the “Book-Entry Only System”) provided for herein is in effect and shall, during the period of their application, supersede any contrary provisions of this Ordinance.

(b) The Bonds shall be issued as a single Bond for each maturity of each Series. On the date of the initial authentication and delivery of all of the Bonds, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC as the registered owner of the Bonds. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County shall have no responsibility or obligation to any Participant (which means securities brokers and dealers, banks, trust companies, clearing corporations, and various other entities, some of whom, or their representatives, own DTC) or to any Beneficial Owner (which means, when used with reference to the Book-Entry Only System, the person who is considered the beneficial owner thereof pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (i) the accuracy of the records of DTC, Cede & Co., or any Participant with respect to any ownership interests in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant, or any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or premium, if any, or interest on the Bonds. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of DTC, and all such payments shall be valid and effective fully to satisfy and discharge the County’s obligations with respect to the principal of and premium, if any, and interest on such Bonds to the extent of the sum so paid. No person other than DTC shall receive a Bond. Upon delivery by DTC to the County of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” in this section shall refer to such new nominee of DTC.

(c) Upon receipt by the County of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities hereunder, the County shall issue, transfer, and exchange Bonds as requested by DTC in ~~authorized~~ authorized denominations, and whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action after reasonable notice to arrange for a substitute Securities Depository willing and able upon reasonable and customary terms to maintain custody of the Bonds registered in whatever name or names the registered owners transferring or exchanging such Bonds shall designate in accordance

with this section.

(d) In the event the County determines that it is in the best interests of the Beneficial Owners that they be able to obtain Bonds registered in the name of a registered owner other than DTC, the County may so notify DTC, whereupon DTC will notify the Participants of the availability through DTC of such Bonds. In such event, upon the return by DTC of Bonds held by DTC in the name of Cede & Co., the County shall issue, transfer, and exchange Bonds in ~~authorised~~authorized denominations as requested by DTC, and whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action after reasonable notice to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging Bonds shall designate, in accordance with this section.

(e) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Letter of Representations delivered by the County to DTC.

(f) In the event that the Book-Entry Only System pursuant to this section is discontinued, the Bonds shall be issued, transferred, and exchanged through DTC and its Participants to the Beneficial Owners.

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ARTICLE III

SECURITY FOR BONDS

Section 1 Pledge of Full Faith, Credit, and Taxing Power; Additional Pledged Revenues.

(a) For the payment of the principal of and interest on the Bonds as the same respectively mature, and for the creation of such Sinking Fund Account as may be necessary therefor, the full faith, credit, and taxing power, of the County are irrevocably pledged, and, subject to the provisions of subparagraph (b) of this Section 1, there shall be levied annually by the Auditor of Jasper County, and collected by the Treasurer of Jasper County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal and interest of the Bonds as they respectively mature, and to create such Sinking Fund Account as may be necessary therefor.

(b) The Bonds shall be payable from, and additionally secured by a pledge of, the net revenues raised by the Transportation Sales Tax. Upon receipt of the net revenues of the

Transportation Sales Tax from the State Treasurer, the Treasurer of Jasper County shall deposit that portion of the net revenues as directed by annual budget of the County Council into the Sinking Fund Account established for the Bonds and shall maintain proper books and records for an accounting thereof. To the extent the net revenues derived from the Transportation Sales Tax are or will be available and on deposit with the Treasurer of Jasper County prior to the due dates of Debt Service for any fiscal year, the County Council shall reduce the amount of taxes required to be levied and collected pursuant to Section 2 of this Article. Such net revenues received by the Treasurer of Jasper County from the State Treasurer from the Transportation Sales Tax shall be deposited in the Sinking Fund Account and on each payment date of the Bonds shall be applied to pay current Debt Service due on the Bonds. Pending such application, moneys held in such Account shall be invested by the Treasurer of Jasper County in accordance with law. All investment earnings shall be applied to pay ~~debt service on the Bonds~~ Debt Service.

(c) The covenants and agreements herein set forth to be performed by the County shall be for the equal and proportionate benefit, security, and protection of all registered owners of the Bonds without preference, priority, or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds or any of the others for any reason or cause whatsoever, except as expressly provided herein or in the Bonds, and, except as aforesaid, all Bonds shall rank *pari passu* and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

(d) The County Council expressly reserves the right to pledge net revenues derived from the Transportation Sales Tax to secure the payment of other obligations of the County, including other general obligation bonds, revenue bonds, notes, leases, or contract obligations, or similar contracts or evidences of indebtedness, and to apply such net revenues that are not required to pay current Debt Service ~~on the Bonds~~ to the costs of Referendum Projects.

(e) Upon payment in full of all principal and interest due on the Bonds, whether at maturity or pursuant to defeasance in accordance with Article VI hereof, all funds derived from the Transportation Sales Tax held by the Treasurer of Jasper County ~~Treasurer~~ in the Sinking Fund Account shall be released from the lien and pledge in ~~favour~~ favor of the Bonds created hereby and shall be disbursed ~~at the direction of the [County Administrator][Chair][resolution of County Council]~~ as set forth in Additional Proceedings to pay costs of the Referendum Projects.

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Section 2 Levy and Collection of Property Taxes.

The Auditor and Treasurer of Jasper County, South Carolina, shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the County, an annual tax, without limit, sufficient to meet the payment of the principal of and interest on the Bonds, as the same respectively mature, and to create such Sinking Fund Account as may be necessary therefor.

ARTICLE IV

SALE OF BONDS; DISPOSITION OF PROCEEDS OF SALE

Section 1 Sale of Bonds.

The Bonds shall be sold, in one or more sales as separate Series, at public or private sale (as may be permitted by law), at the price of not less than 100% of par and any accrued interest to the date of delivery, in accordance with Section 11-27-40(9) of the Code of Laws of South Carolina 1976, as amended, on the terms and conditions as are ~~approved by [the set forth in Additional Proceedings. The County Administrator]] or the Chair]]~~resolution adopted by County Council]. ~~The [County Administrator]] [Chair]~~ is hereby expressly delegated the authority to approve the sale of the Bonds so long as they conform to all of the parameters set forth in Section 1 of Article II hereof. The sale of the Bonds shall be advertised or noticed as directed by the Chief Financial Officer upon the advice of Bond Counsel in accordance with Section 11-27-40(9) of the Code of Laws of South Carolina 1976, as amended. The form of said notices and the conditions of sale are substantially those set forth in Exhibit B attached hereto and made a part and parcel hereof. Bids for the purchase of the Bonds may be received in such form as determined by the Chief Financial Officer to be in the best interest of the County.

Section 2 Disposition of Proceeds of Sale of Bonds and Other Funds.

(a) The proceeds derived from the sale of any Series of Bonds issued pursuant to this Ordinance shall be made use of by the County Council as follows:

(i) Any accrued interest shall be deposited in the Sinking Fund Account and applied to the payment of the first ~~instalments~~installments of interest to become due on such Series of Bonds.

(ii) Any premium on such Series of Bonds shall be deposited in the Sinking Fund Account and applied to the payment of principal of or interest on such Series of Bonds.

(iii) The remaining proceeds derived from the sale of such Series of Bonds shall be applied as follows:

(A) Sufficient proceeds shall be applied to defray the costs of issuing such Series of Bonds.

(B) The remaining proceeds of such Series of Bonds shall be applied by the County to fund costs of the Referendum Projects; ~~{describe who will make and when will decisions}~~Decisions regarding allocation of Bond proceeds to Project Costs ~~will be made]~~as set forth in Additional Proceedings.

(C) Any remaining proceeds of a Series of Bonds, after their application to the purposes set forth in subparagraphs (A) and (B) above, together with investment earnings on the proceeds of the Bonds, shall be applied as directed ~~by the [the County Administrator]] [the Chair]]~~resolution adopted by County

~~Council~~ has set forth in Additional Proceedings to defray costs of other Referendum Projects or to the redemption of ~~{any of {such Series of}}~~ the Bonds.

(b) No purchaser or registered owner of the Bonds shall be liable for the proper application of the proceeds thereof.

ARTICLE V

TAX EXEMPTION OF BONDS

Section 1 **Exemption from State Taxes.**

Both the principal of and interest on the Bonds shall be exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer taxes.

Section 2 **Federal Tax Provisions.**

The County Council hereby ~~authorise~~authorize the Chief Financial Officer to execute and deliver a tax regulatory agreement or certificate for the purpose of establishing and maintaining the excludability of interest on the Bonds which Bond Counsel has opined may be excluded from the gross income of the recipients thereof for federal income tax purposes.

ARTICLE VI

DEFEASANCE

Section 1 **Release of Ordinance.**

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the County under this Ordinance, and all other rights granted thereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this Article in each of the following circumstances:

(i) If the Paying Agent shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred, and thereafter tender of such payment shall have been made, and the Paying Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(iii) If the County shall have deposited with the Paying Agent or other escrow agent meeting the requirements of a Fiscal Agent hereunder, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity of the Bonds to be defeased, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, so deposited at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due or to become due on and prior to the maturity date or dates; or

(iv) If there shall have been so deposited either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, so deposited at the same time, shall be sufficient to pay, when due, the principal and interest due or to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of subparagraphs (i), (ii), (iii), or (iv), in order for this Ordinance to be discharged, all other fees, expenses, and charges of the Fiscal Agents, shall have been paid in full at such time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Fiscal Agents shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent for the payment of the principal of, premium, if any, and interest on, the Bonds, to pay to the registered owners of Bonds the funds so held by the Fiscal Agents as and when such payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Fiscal Agents to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the administration of trusts by this Ordinance created and the performance of the powers and duties under this Ordinance of the Fiscal Agents.

Section 2 Deposit of Moneys.

Any moneys which at any time shall be deposited with a Fiscal Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Fiscal Agent in trust for the respective registered owners of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the registered owners of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Fiscal Agent to transfer such funds to the County.

Section 3 Notice of Release of Ordinance.

(a) In the event any of said Bonds are not to be redeemed within the sixty (60) days next succeeding the date the deposit required by Section 1(a)(iii) or (iv) of this Article is made,

the County shall give the Fiscal Agent irrevocable instructions to mail, as soon as practicable by first class mail, a notice to the registered owners of such Bonds at the addresses shown on the Books of Registry that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of Section 1 of this Article has been made with the Fiscal Agent, and (ii) said Bonds are deemed to have been paid in accordance with this Article and stating such maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, said Bonds.

(b) The County covenants and agrees that any moneys which it shall deposit with the Fiscal Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article.

ARTICLE VII

AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 1 Amending and Supplementing of Ordinance Without Consent of Registered Owners of Bonds.

(a) The County Council, from time to time and at any time and without the consent or concurrence of any registered owner of any Bond, may enact an ordinance amendatory hereof or supplemental thereto, if the provisions of such supplemental ordinance shall not materially adversely affect the rights of the registered owners of the Bonds then outstanding, for any one or more of the following purposes:

(i) To make any changes or corrections in this Ordinance as to which the County Council shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing and correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Ordinance, or to insert in this Ordinance such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable;

of (ii) To add additional covenants and agreements of the County for the purpose further securing the payment of the Bonds;

the (iii) To surrender any right, power, or privilege reserved to or conferred upon County by the terms of this Ordinance;

(iv) To grant or confer upon the registered owners of the Bonds any additional rights, remedies, powers, authority, or security that lawfully may be granted to or conferred upon them; or

(v) To make such additions, deletions, or modifications as may be necessary to assure compliance with section 148(f) of the Code relating to required rebate to the United States of America or otherwise as may be necessary to assure the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(b) The County Council shall not enact any supplemental ordinance ~~authorised~~authorized by the foregoing provisions of this Section unless in the opinion of counsel (which opinion may be combined with the opinion required by Section 4 hereof) the enactment of such supplemental ordinance is permitted by the foregoing provisions of this Section and the provisions of such supplemental ordinance do not adversely affect the rights of the registered owners of the Bonds then outstanding.

Section 2 Amending and Supplementing of Ordinance With Consent of Registered Owners of Bonds.

(a) With the consent of the registered owners of not less than a majority in principal amount of the Bonds then outstanding the County Council from time to time and at any time may enact an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Ordinance, or modifying or amending the rights or obligations of the County under this Ordinance, or modifying or amending in any manner the rights of the registered owners of the Bonds then outstanding; provided, however, that without the specific consent of the registered owner of each such Bond which would be affected thereby, no supplemental ordinance amending or supplementing the provisions hereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price (or the redemption premium) payable upon the redemption or prepayment thereof; (ii) reduce the aforesaid percentage of Bonds, the registered owners of which are required to consent to any supplemental ordinance amending or supplementing the provisions of this Ordinance; or (iii) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the registered owners of the Bonds of the enactment of any supplemental ordinance ~~authorised~~authorized by the provisions of Section 1 of this Article.

(b) It shall not be necessary that the consents of the registered owners of the Bonds approve the particular form of the wording of the proposed amendment or supplement or of the supplemental ordinance effecting such amending or supplementing hereof pursuant to this Section. The County shall mail a notice at least once, not more than thirty (30) days after the effective date of such amendment or supplement, of such amendment or supplement postage prepaid, to each registered owner of Bonds then outstanding at his address appearing upon the Books of Registry and to the Paying Agent, but failure to mail copies of such notice to any of the registered owners shall not affect the validity of the supplemental ordinance effecting such amendments or supplements or the consents thereto. Nothing in this paragraph contained, however, shall be construed as requiring the giving of notice of any amendment or supplement of this Ordinance ~~authorised~~authorized by Section 1 of this Article. No action or proceeding to set aside or invalidate such supplemental ordinance or any of the proceedings for its enactment shall be instituted or maintained unless such action or proceeding is commenced within sixty (60) days after the mailing of the notice required by this paragraph.

Section 3 Notation Upon Bonds; New Bonds Issued Upon Amendments.

Bonds delivered after the effective date of any action taken as provided in this Article may bear a notation as to such action, by endorsement or otherwise and in form approved by the County. In that case, upon demand of the registered owner of any Bond outstanding after such effective date and upon the presentation of the Bond for such purpose at the office of the Paying Agent, and at such additional offices, if any, as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. If the County shall so determine, new Bonds of the same Series, so modified as in the opinion of the County upon the advice of Bond Counsel to conform to the amendments or supplements made pursuant to this Article, shall be prepared, executed, and delivered, and upon demand of the registered owner of any Bond then outstanding shall be exchanged without cost to such registered owner for Bonds then outstanding, upon surrender of such outstanding Bonds.

Section 4 Effectiveness of Supplemental Ordinance.

Upon the enactment (pursuant to this Article and applicable law) by the County Council of any supplemental ordinance amending or supplementing the provisions of this Ordinance and the delivery to the Paying Agent and the County Council of an opinion of Bond Counsel that such supplemental ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon such later date as may be specified in such supplemental ordinance, (a) this Ordinance and the Bonds shall be modified and amended in accordance with such supplemental ordinance, (b) the respective rights, limitations of rights, obligations, duties, and immunities, under this Ordinance of the County, the Fiscal Agents, and the registered owners of the Bonds, shall thereafter be determined, exercised, and enforced under this Ordinance subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental ordinance shall be a part of the terms and conditions of the Bonds and of this Ordinance for any and all purposes.

Section 5 Supplemental Ordinance Affecting Fiscal Agents.

No supplemental ordinance changing, amending, or modifying any of the rights, duties, and obligations of any Fiscal Agent appointed by or pursuant to the provisions of this Ordinance may be enacted by the County Council or be consented to by the registered owners of the Bonds without written consent of such Fiscal Agent affected thereby.

ARTICLE VIII

CONCERNING THE FISCAL AGENTS

Section 1 Fiscal Agents; Appointment and Acceptance of Duties.

The Paying Agent, the Bond Registrar, the Authenticating Agent, and any escrow agent with respect to the Bonds shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Paying Agent, Bond Registrar, Authenticating Agent, or escrow agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

Section 2 Responsibilities of Fiscal Agents.

The recitals of fact contained herein and in the Bonds shall be taken as the statements of the County and no Fiscal Agent shall be deemed to assume any responsibility for the correctness of the same except in respect of the authentication certificate of the Authenticating Agent endorsed on the Bonds. No Fiscal Agent shall be deemed to make any representations as to the validity or sufficiency of this Ordinance or of any Bonds or as to the security afforded by this Ordinance, and no Fiscal Agent shall incur any liability in respect thereof. No Fiscal Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiscal Agent. No Fiscal Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiscal Agent shall be liable in the performance of its duties hereunder except for its own negligence or wilful misconduct.

Section 3 Evidence on Which Fiscal Agents May Act.

(a) Each Fiscal Agent, upon receipt of any notice, ordinance, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiscal Agent may consult with counsel, who may or may not be of counsel to the County, and the opinion of such counsel shall be full and complete ~~authorisation~~[authorization](#) and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of ~~the County Administrator~~[or the Chair](#), and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance; but in its discretion the Fiscal Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(c) Except as otherwise expressly provided in this Ordinance, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the County to any Fiscal Agent shall be sufficiently executed if executed in the name of the County by ~~the County Administrator~~[or the Chair](#).

Section 4 Compensation.

The County shall pay to each Fiscal Agent from time to time reasonable compensation based on the then standard fee schedule of the Fiscal Agent for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance; provided, however, that any specific agreement between the County and a Fiscal Agent with respect to the compensation of that Fiscal Agent shall control the compensation to be paid to it.

Section 5 Certain Permitted Acts.

Any Fiscal Agent may become the owner or underwriter of any bonds, notes, or other obligations of the County, or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiscal Agent. To the extent permitted by law, any Fiscal Agent may act as a depository for and permit any of its officers or directors to effect or aid in any reorganisation growing out of the enforcement of the Bonds or this Ordinance.

Section 6 Resignation of Any Fiscal Agent.

Any Fiscal Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than sixty (60) days' written notice to the County and not less than thirty (30) days' written notice to the registered owners of the Bonds (as established by the Books of Registry) prior to the next succeeding Interest Payment Date, and such resignation shall take effect upon the date specified in such notice unless a successor shall have been appointed previously by the County pursuant to Section 8 of this Article VIII, in which event such resignation shall take effect immediately upon the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 7 Removal of Fiscal Agent.

Any Fiscal Agent may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiscal Agent, and signed by either the County Administrator ~~or~~ the Chair or the registered owners representing a majority in principal amount of the Bonds then outstanding or their attorneys in fact duly ~~authorised~~ authorized.

Section 8 Appointment of Successor Fiscal Agents.

(a) In case any Fiscal Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Every such Fiscal Agent appointed pursuant to the provisions of this Section 8 shall be a trust company or bank organised under state or federal laws and which is in good standing, within or outside the State of

South Carolina, having a stockholders' equity of not less than \$25,000,000 if there be such institution willing, qualified, and able to accept the trust upon reasonable and customary terms.

(b) If in a proper case no appointment of a successor Fiscal Agent shall be made by the County pursuant to the foregoing provisions of this Section 8 within forty-five (45) days after any Fiscal Agent shall have given to the County written notice as provided in Section 6 of this Article VIII or after a vacancy in the office of such Fiscal Agent shall have occurred by reason of its removal or inability to act, the former Fiscal Agent or any registered owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after notice, if any, as the court may deem proper, appoint a successor.

Section 9 Transfer of Rights and Property to Successor.

Any successor Fiscal Agent appointed under this Ordinance shall execute, acknowledge, and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon the successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties, and obligations of the predecessor Fiscal Agent, with like effect as if originally named in that capacity; but the Fiscal Agent ceasing to act shall nevertheless, at the request of the County or at the written request of the successor Fiscal Agent, execute, acknowledge, and deliver, all instruments of conveyance and further assurance and do all things as may reasonably be required for more fully and certainly vesting and confirming in the successor Fiscal Agent all the right, title, and interest, of the predecessor Fiscal Agent in and to any property held by it under this Ordinance, and shall pay over, assign, and deliver, to the successor Fiscal Agent any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing, from the County be required by such successor Fiscal Agent for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers, and duties, any and all such deeds, conveyances, and instruments in writing, shall, on request, and so far as may be ~~authorised~~authorized by law, be executed, acknowledged, and delivered, by the County. Each successor Fiscal Agent shall promptly notify the other Fiscal Agents, if any, of its appointment as Fiscal Agent.

Section 10 Merger or Consolidation.

Any corporation or other organisation into which any Fiscal Agent may be merged or converted or with which it may be consolidated or any corporation or other organisation resulting from any merger, conversion, or consolidation or other organisation to which it may be party or any corporation or other organisation to which any Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such corporation or other organisation shall be a bank or trust company organised under state or federal laws, and shall be ~~authorised~~authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiscal Agent without the execution or filing of any paper or the performance of any further act.

Section 11 Adoption of Authentication.

In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Authenticating Agent may adopt the certificate of authentication of any predecessor Authenticating Agent so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Authenticating Agent may authenticate such Bonds in the name of the predecessor Authenticating Agent or in the name of the successor Authenticating Agent, and in all such cases such certificate shall be of full force and effect.

ARTICLE IX

MISCELLANEOUS

Section 1 Execution of Closing Documents and Certificates.

The Chair, the Clerk, the County Administrator, the Chief Financial Officer of the County, and all other officers and employees of the County, are fully ~~authorised~~authorized and empowered to take all further action and to execute and deliver all closing documents and certificates as may be necessary and proper in order to complete the issuance of the Bonds and the action of such officers or any one or more of them in executing and delivering any documents, in the form as he or they shall approve, is hereby fully ~~authorised~~authorized.

Section 2 Vice Chair May Act in Chair's Absence; Acting Clerk May Act in Clerk's Absence.

In the absence of the Chair, the Vice Chair of the County Council is fully ~~authorised~~authorized to exercise all powers vested in the Chair under this Ordinance. In the absence of the Clerk, the acting Clerk of the County Council is fully ~~authorised~~authorized to exercise all powers and take all actions vested in the Clerk under this Ordinance.

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Section 3 Official Statement.

The County Council hereby approve the use of a Preliminary Official Statement and Official Statement (or similar disclosure documents) relating to any Series of Bonds in such forms as approved by ~~[the County Administrator][the Chair][resolution adopted by County Council]~~Additional Proceedings and hereby direct the use thereof with respect to the issuance and sale of any Series of Bonds.

Section 4 Benefits of Ordinance Limited to the County and Registered Owners of the Bonds.

With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County and the registered owners of the Bonds, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County and the registered owners from time to time of the Bonds as herein and therein provided.

Section 5 Ordinance Binding Upon Successors or Assigns of the County.

All the terms, provisions, conditions, covenants, warranties, and agreements contained in this Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the registered owners of the Bonds.

Section 6 No Personal Liability.

No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the County contained in this Ordinance or the Bonds, against any member of the County Council, or any officer or employee of the County, as such, in his or her individual capacity, past, present, or future, either directly or through the County, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, either directly or by reason of any of the obligations, covenants, promises, or agreements, entered into between the County and the registered owners of the Bonds or to be implied therefrom as being supplemental hereto or thereto; and that all personal liability of that character against every such member, officer, and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of the members, officers, and employees, of the County under the provisions contained in this Section shall survive the termination of this Ordinance.

Section 7 Effect of Saturdays, Sundays and Legal Holidays.

Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in a state where the office of any Fiscal Agent is located, the action shall be taken on the first secular or business day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in a state where the office of any Fiscal Agent is located, the time shall continue to run until midnight on the next succeeding secular or business day.

Section 8 Partial Invalidity.

(a) If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the County or any Fiscal Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the registered owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

(b) If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 9 Continuing Disclosure Undertaking.

(a) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended ("Section 11-1-85"), the County Council covenant to file with a central repository for availability in the secondary bond market when requested:

(i) An annual independent audit, within thirty days of the County Council's receipt of the audit; and

(ii) Event specific information within 30 days of an event adversely affecting more than five percent of the aggregate of revenues of the County.

The only remedy for failure by the County Council to comply with the covenant in this Section 9 shall be an action for specific performance of this covenant. The County Council specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any registered owner of any Bonds.

(b) Upon the advice of Bond Counsel and the Financial Advisor, the County Council hereby ~~authorise~~[authorize](#) the Chief Financial Officer of the County to execute a Continuing

Disclosure Undertaking, with respect to any Series of Bonds to be sold in a securities offering. The County Council further hereby covenant and agree that they will comply with and carry out all of the provisions of any Continuing Disclosure Undertaking. Notwithstanding any other provision of this Ordinance, failure of the County Council to comply with any Continuing Disclosure Undertaking shall not be considered an event of default with respect to the Bonds; however, any registered owner of Bonds sold by the County in a public offering may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County Council to comply with their obligations under this paragraph.

Section 10 Law and Place of Enforcement of the Ordinance.

This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in said State.

Section 11 Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the County Council, and any part of any resolution or ordinance, inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency.

Section 12 Effective Date of this Ordinance.

This Ordinance shall become effective upon approval following third reading.

(SEAL)

ATTEST:

Chair,
County Council of Jasper County,
South Carolina

Clerk,
County Council of
Jasper County, South Carolina

First Reading: _____, _____
Second Reading: _____, _____
Public Hearing: _____, _____
Third Reading: _____, _____

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EXHIBIT A

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
GENERAL OBLIGATION TRANSPORTATION SALES TAX BOND
SERIES [_____]**

NO. R-_____ CUSIP NO. _____

Interest Rate: _____ and 00/100 percentum (_____%)

Maturity Date: _____ 1, _____

Original Date of Issue: _____, _____

Registered Owner: CEDE & Co.

Principal Amount: _____ and 00/100 (\$_____) Dollars

KNOW ALL MEN BY THESE PRESENTS, that **JASPER COUNTY, SOUTH CAROLINA** (hereinafter called the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, is justly indebted and, for value received, hereby promises to pay the Registered Owner, or registered assigns, hereof on the Maturity Date set forth above (unless this bond be subject to redemption and shall have been duly called for previous redemption and payment of the redemption price made or provided for), the Principal Amount set forth above, and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the Principal Amount from the most recent [_____] 1 or [_____] 1 to which interest shall have been paid, or if no interest shall have been paid, from the Original Date of Issue, interest being payable to the Maturity Date hereof on the first days of [_____] and [_____] of each year (such dates being hereinafter referred to as the Interest Payment Dates), commencing [_____, ____], at the Interest Rate per annum specified above, until payment of the Principal Amount. The interest so payable and to be punctually paid or duly provided for on any Interest Payment Date will be paid to the person in whose name this bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month immediately preceding such Interest Payment Date (the Regular Record Date), by cheque or draught mailed to the registered owner by [_____] (the Paying Agent) at his address as it appears on the registration books (the Books of Registry) of the County as maintained by the Paying Agent as bond registrar (the Bond Registrar). The principal and premium, if any, of this bond, when due, shall be payable upon presentation and surrender of this bond at the corporate trust office of the Paying Agent in the City of [____], State of [_____]. Both the principal of and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for payment of public and private debts. For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit, and taxing power, of the County are irrevocably pledged.

THIS BOND is one of an issue of bonds of like original date of issue, tenor, and effect except as to number, denomination, date of maturity, date of authentication, rate of interest, redemption provisions, and registered owner, aggregating _____ Million _____ Dollars (\$_____), issued pursuant to and for purposes ~~authorised~~authorized by the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South

Carolina 1976, as amended) as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended; ~~favourable~~favorable results of a referendum conducted in Jasper County, South Carolina, on November 5, 2024; and an ordinance (the "Ordinance") duly enacted by the County Council of Jasper County, South Carolina, in order to fund the costs of capital projects of the County and costs of issuance of the Bonds.

THE ORDINANCE contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the County made therein may be discharged at or prior to the maturity of this bond with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the registered owner of this bond. Reference is hereby made to the Ordinance, to all provisions of which any registered owner of this bond by the acceptance hereof thereby assents.

[**THE BONDS** maturing on or prior to [_____] 1, ____] are not subject to redemption prior to their maturity. The Bonds maturing after [_____] 1, ____], are subject to redemption on and after [_____] 1, ____], at the option of the County, in whole or in part at any time, and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), at the redemption price of par plus accrued interest to the date fixed for redemption.]

[**IF BONDS** are called for redemption prior to their maturity, notice of redemption, describing the bonds or portions of bonds to be redeemed and specifying the redemption date and place or places where amounts due upon redemption will be payable, must be given by the County by sending a notice, by first class mail, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to the registered owner of each bond to be redeemed in whole or in part at the address shown on the Books of Registry. Failure to give notice by mail or any defect in any notice mailed with respect to any bond shall not affect the validity of the proceedings for redemption as to bonds for which notice was properly given. Interest on the bonds or portions thereof to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the County defaults in making due provision for the payment of the redemption price thereof.]

ALL PRINCIPAL, interest, or other amounts due hereunder, shall be payable only to the Registered Owner hereof. This bond may not be transferred except by the Registered Owner hereof in person or by his attorney duly ~~authorised~~authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner of this bond. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name this bond shall be registered shall be deemed and regarded as the absolute power hereof for all purposes, and payment of the principal of, premium, if any, and interest on, this bond shall be made only to or upon the order of the Registered Owner or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the County upon this bond to the extent of the sum or sums paid. No person other than the Registered Owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this bond, against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this bond as against a person

(including the Registered Owner) other than the County, as in the case where the Registered Owner is a trustee or nominee for two or more beneficial owners of an interest in this bond.

THE BOND REGISTRAR shall not be required to exchange or transfer any bond [(i) for which notice of redemption has been mailed to the Registered Owner or (ii)] for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date.

THIS BOND and the interest hereon are exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things, required by the Constitution and Laws of the State of South Carolina to exist, to happen, and to be performed, precedent to or in the issuance of this bond exist, have happened, and have been done and performed in regular and due time, form, and manner; that the total indebtedness of the County, including this bond and the issue of which this bond is one, does not exceed any constitutional or statutory limitation thereon; and that provision has been made for the levy and collection of sufficient annual taxes, without limit, for the payment of the principal and interest hereof, as they should fall due.

THIS BOND shall not be entitled to any benefit under the Ordinance or become valid or obligatory for any purpose until it shall have been authenticated by the execution of the Certificate of Authentication which appears hereon by the manual signature of an ~~authorised~~authorized officer of the authenticating agent.

IN WITNESS WHEREOF, JASPER COUNTY, SOUTH CAROLINA, has caused this bond to be signed in its name by the Chair of the County Council of Jasper County, by his manual signature, attested by the Clerk of the County Council of Jasper County, by her manual signature, under the Seal of Jasper County impressed or reproduced hereon, and this bond to be originally dated the Original Date of Issue.

(SEAL)

JASPER COUNTY, SOUTH CAROLINA

By: _____

Chair
County Council of Jasper County,
South Carolina

ATTEST:

Clerk
County Council of Jasper County,
South Carolina

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the issue designated herein and issued under the provisions of the within-mentioned Ordinance.

_____,
as Authenticating Agent

By: _____
~~Authorised~~Authorized Officer

Date of Authentication: _____

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____
(Cust)

Custodian _____
(Minor)

under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto _____ (Social Security No. or Other Identifying Number of Assignee _____) the within bond, and does hereby irrevocably constitute and appoint _____ to transfer the said bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____

Signature of Owner: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar programme.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

OFFICIAL NOTICE OF SALE

**JASPER COUNTY, SOUTH CAROLINA
(PUBLIC OFFERING)**

\$ _____ *

General Obligation [Transportation Sales Tax] Bonds, Series [_____]

*Preliminary, Subject to Change

NOTICE IS HEREBY GIVEN that Jasper County, South Carolina (the "County") will receive electronic bids for all, but not less than all, of the principal amount of Jasper County, South Carolina, General Obligation Transportation Sales Tax Bonds, Series [_____] (the "Bonds") until [_____] A.M. Eastern Time on

[_____, _____, _____]

The sale date of all or any portion of the Bonds may be modified by notice disseminated via TM3 (www.tm3.com) or another electronic information service at least forty-eight (48) hours prior to the time set for the receipt of bids on the modified date of sale. If a new date is selected for the receipt of bids for any or all of the Bonds, it will be disseminated via TM3 (www.tm3.com) or another electronic information service at least forty-eight (48) hours prior to the time set for the receipt of bids.

Electronic bids must be submitted to the Bidcomp/**PARITY** Competitive Bidding System ("**PARITY**"). No other form of bid or provider of electronic bidding services will be accepted. For the purposes of establishing the time all bids are received, the time as maintained by **PARITY** shall constitute the official time. **NOTICE OF A CHANGE OR CANCELLATION WILL BE GIVEN BY NOTIFICATION PUBLISHED ON TM3 (www.tm3.com) NOT LATER THAN [_____] P.M., EASTERN TIME ON THE DAY PRECEDING THE RECEIPT OF BIDS.** Such notice will specify the revised principal amounts and the change to the call provisions, if any, and any later date or time selected for the sale, which may be postponed or cancelled in the same manner. Consideration of the bids and the award of the Bonds will occur by 2:00 P.M. Eastern Time on the same day of the sale. Further information regarding the electronic bidding site may be obtained by contacting **PARITY** at (212) 806-8102.

DESCRIPTION: The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made available to the public. The Bonds will be dated as of the date of delivery, which is expected to occur on [_____, ____]. Interest will be payable semiannually on [_____] 1 and [_____] 1 of each year beginning [_____] 1, ____]. Principal of the Bonds will mature (subject to the right of redemption as hereinafter set forth) on [_____] 1 in the years and amounts, as follows (subject to adjustment as provided herein):

<u>Year</u> <u>Due November 1</u>	<u>Principal*</u>
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	

*Preliminary, Subject to Change

REVISED MATURITY SCHEDULE AND/OR CALL PROVISIONS: The preliminary annual principal amounts (the “Preliminary Annual Principal Amounts”) of the Bonds as set forth above in this Notice of Sale may be revised before the viewing of electronic bids for the purchase of the Bonds. Any such revisions (the “Revised Annual Principal Amounts”) **WILL BE GIVEN BY NOTIFICATION PUBLISHED ON TM3 (www.tm3.com) NOT LATER THAN 4:00 P.M., EASTERN TIME ON THE DAY PRECEDING THE RECEIPT OF BIDS.** In the event that no such revisions are made, the Preliminary Annual Principal Amounts will constitute the Revised Annual Principal Amounts. **BIDDERS SHALL SUBMIT BIDS BASED ON THE REVISED ANNUAL PRINCIPAL AMOUNTS, IF ANY.** Prospective bidders may request notification by facsimile transmission of any revisions to the Preliminary Annual Principal Amounts by so advising and faxing their telecopier number(s) to Brent Roberston, Stifel, Nicolaus & Company, Incorporated, Financial Advisor, at [(____) ____-____] by 4:00 P.M., EASTERN DAYLIGHT SAVINGS TIME, at least one day prior to the date for receipt of bids.

CHANGES TO REVISED MATURITY SCHEDULE: The County further reserves the right to change the Revised Annual Principal Amounts of the Bonds after determination of the successful bidder, by increasing or decreasing the principal amount of the Bonds by not more than fifteen percent (15%) of the total par amount. Such changes, if any, will determine the final annual principal amounts (the “Final Annual Principal Amounts”). The dollar amount bid by the

successful bidder will be adjusted to reflect any adjustments in the Final Annual Principal Amounts of the Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices shall not change. **THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS.** The County anticipates that the Final Annual Principal Amounts of the Bonds will be communicated to the successful bidder subsequent to the award of the Bonds as soon as possible. **AS A RESULT OF ANY SUCH CHANGES IN THE FINAL ANNUAL PRINCIPAL AMOUNTS, THE SUCCESSFUL BIDDER'S UNDERWRITER'S DISCOUNT WILL BE ADJUSTED SO THAT THE ORIGINAL PURCHASE PRICE BID AS A PERCENTAGE OF PAR REMAINS THE SAME.** Notwithstanding the foregoing, the County may decrease the principal amount of each maturity by more than the percentages stipulated above of each Revised Principal Amount if permitted by the successful bidder.

[TERM BOND OPTION: Bidders may designate two (2) or more of the consecutive serial maturities for the Bonds as one (1) or more term bond maturities equal in aggregate principal amount to, and with mandatory sinking fund redemption requirements corresponding to, such designated serial maturities.]

[OPTIONAL REDEMPTION: The Bonds maturing on or prior to [_____] 1, _____], are not subject to optional redemption prior to their maturity. The Bonds maturing after [_____] 1, _____], are subject to redemption on and after [_____] 1, _____], at the option of the County, in whole or in part at any time, and by lot as to Bonds or portions of Bonds within a maturity designated by the County (but only in integral multiples of \$5,000), at the redemption price of par plus accrued interest to the date fixed for redemption.]

PURPOSE AND SECURITY: The proceeds of the Bonds will be used to fund construction of highways, roads, streets, bridges, and other transportation-related projects facilities, and drainage related thereto in Jasper County and greenspace projects of the County; and to pay costs of issuance of the Bonds. See "THE BONDS - Plan of Finance" in the Preliminary Official Statement.

The Bonds are general obligations of the County and the full faith, credit and taxing power of the County are irrevocably pledged to the payment of the principal and interest thereof. For more complete and detailed information, please see "THE BONDS – Security for the Bonds" in the Preliminary Official Statement.

BOOK-ENTRY REGISTRATION: The Bonds will be dated the date of delivery, which is scheduled to occur on [_____, ____]. The Bonds will be issued as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof, only in book-entry form payable to a nominee of The Depository Trust Company, [New YorkBrooklyn](#), New York ("DTC"), as securities depository for the Bonds. Reference is made to the Preliminary Official Statement relating to the Bonds for the applicable provisions relating to the transfer of beneficial ownership, the responsibilities of DTC participants, and the right of the County to discontinue use of the book-entry only system.

SUBMISSION OF BID: Electronic bids must be submitted to **PARITY**. All prospective bidders must be contracted customers of i-Deal's Bidcomp Competitive Bidding System. If you do not have a contract with Bidcomp, call (212) 404-8102 to become a customer. By submitting a bid, a prospective bidder represents and warrants to the County that such a bidder's bid for the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid, and enforceable contract for the purchase of the Bonds. By contracting with **PARITY** a prospective bidder is not obligated to submit a bid in connection with the sale. If any provisions of this Notice of Sale shall conflict with information provided by **PARITY** as the selected provider of electronic bidding services, this Notice of Sale shall control.

INTEREST RATE AND BIDDING DETAILS: The rate of interest specified for any maturity may not be less than []% and may not exceed []% per annum. Bidders may specify the rate or rates of interest the Bonds are to bear in multiples of 1/8th or 1/20th of 1%, but no maturity may bear interest at more than one rate. A bid for less than all of the Bonds, or a bid for less than 100 percent (100.00%) of the par value of the Bonds, or a bid for greater than []% of the par value of the Bonds will not be considered.

BASIS OF AWARD: Unless all bids are rejected, the Bonds will be awarded to the responsible bidder whose bid complies with this Notice of Sale and results in the lowest true interest cost to the County. The lowest true interest cost will be determined in accordance with the True Interest Cost ("TIC") method by doubling the semi-annual interest rate, compounded semi-annually, necessary to discount the debt service payments from the debt service payment dates to the dated date of the Bonds and to the aggregate purchase price. If two (2) or more responsible bidders offer to purchase the Bonds at the same lowest TIC, the Bonds may be apportioned between such bidders if it is agreeable to each of the bidders who have offered the price producing the same lowest TIC; provided, that if apportionment is not acceptable to such bidders, the County will have the right to award the Bonds to one of such bidders. There will be no auction. The County reserves the right to waive irregularities in any bid and to reject any or all bids.

NO GOOD FAITH DEPOSIT: A good faith deposit is not required for a bid to be considered for the Bonds.

DELIVERY AND PAYMENT: Delivery of the Bonds will be made through the facilities of DTC within 45 days from the date of award, accompanied by a certified transcript of the record of proceedings, a Signature and No-Litigation Certificate, a Non-Arbitrage and Tax Certificate, and the approving opinion of Howell Linkous & Nettles, LLC. In addition, the approving opinion of Bond Counsel, substantially in the form included as an Appendix to the Preliminary Official Statement, will be delivered to the Purchaser. Certain legal matters are to be passed upon for the County by [], County Attorney. Payment for the Bonds shall be made by wire transfer in immediately available federal funds. Delivery is expected on or about [], [].

Concurrently with the delivery of the Bonds, the County will furnish a certificate, signed by the appropriate officials, stating in effect that, as of its date and at all times subsequent thereto and up to the time of delivery of the Bonds, the information contained in the Preliminary Official

Statement was, and such information contained in the Official Statement is, true and correct in all material respects and does not contain any untrue statement of a material fact and does not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

CUSIP NUMBERS: The County shall assume no obligation for the assignment of CUSIP numbers for the Bonds or for the correctness of any such numbers printed thereon, but the County will permit such printing to be done at the expense of the successful bidder, provided that such printing does not result in any delay of the date of delivery of the Bonds. Neither the failure to print such numbers on any Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds.

OFFICIAL STATEMENT: A Preliminary Official Statement has been prepared by the County, and such Preliminary Official Statement is deemed final by the County for purposes of compliance with Rule 15c2-12 promulgated by the [U.S. Securities and Exchange Commission](#) pursuant to the Securities Exchange Act of 1934, as amended (the “Rule”). Any omission of information from the Preliminary Official Statement is allowable under the Rule. The County will prepare and provide to the Purchaser, within seven (7) business days after the award, up to [] copies of the final Official Statement (the “Final Official Statement”) without cost to the Purchaser. The Final Official Statement shall be in substantially the same form as the Preliminary Official Statement, subject to any additions, deletions, or revisions that the County believes are necessary.

After the award of the Bonds, the County will prepare copies of the Final Official Statement and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request. The successful bidder shall be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. Additional copies of the Final Official Statement may be printed at the successful bidder’s expense, if such bidder agrees to pay the County in advance for the cost of any additional copies.

PURCHASER’S CERTIFICATION REGARDING ISSUE PRICE:

The winning bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County on the ~~Closing Date~~[closing date](#) an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Howell Linkous & Nettles, LLC, Bond Counsel for the County. All actions to be taken by the County under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the County by the County’s municipal advisor identified herein and any notice or report to be provided to the County may be provided to the County’s municipal advisor.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because: (i) the County shall

disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (ii) all bidders shall have an equal opportunity to bid; (iii) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (iv) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the County shall so advise the winning bidder. The County may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold the offering price rule”), in each case applied on a maturity by maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the County if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The County shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold the offering price rule. Bids will not be subject to cancellation in the event that the County determines to apply the hold the offering price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold the offering price rule in order to establish the issue price of the Bonds.

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold the offering price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (A) the close of the fifth (5th) business day after the sale date; or (B) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the County the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the ~~Closing Date~~[closing date](#) has occurred, until

the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The County acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold the offering price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold the offering price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold the offering price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold the offering price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold the offering price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold the offering price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale: (i) "public" means any person other than an underwriter or a related party, (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the

public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) “sale date” means the date that the Bonds are awarded by the County to the winning bidder.

By submitting a bid, each bidder represents that it has an established reputation of underwriting new issuances of municipal bonds such as the Bonds.

CONTINUING DISCLOSURE: In order to assist the successful bidder in complying with the Rule the County will undertake to provide annual reports and notices of certain material events. A summary of the County’s undertakings to comply with the Rule are contained in the Preliminary Official Statement. The County is current with the requirements of all undertakings of the County entered into in compliance with the Rule. [See the Preliminary Official Statement for information regarding past failure of the County to comply with its prior undertakings under the Rule.] [The County has not failed to comply with its prior undertakings under the Rule during the past five (5) years.]

BLUE SKY LAWS: The County has not undertaken to register the Bonds under the securities law of any jurisdiction, nor has the County investigated the eligibility of any institution or person to purchase or participate in the underwriting of the Bonds under any applicable legal investment, insurance, banking, or other laws. By submitting a bid for the Bonds, the Purchaser represents that the sale of the Bonds in jurisdictions other than South Carolina will be made only under exemptions from registration or, wherever necessary, the Purchaser will register the Bonds in accordance with the securities laws of the jurisdiction in which the Bonds are offered or sold. The County agrees to cooperate with the Purchaser in any such registration at the Purchaser’s written request and expense, but the County shall not be required to consent to service of process in any such jurisdiction.

ADDITIONAL INFORMATION: A Preliminary Official Statement in a form deemed final by the County has been posted electronically at Munios.com. Additional copies of such information are available upon request to [Brent Robertson], Stifel, Nicolaus & Company, Incorporated, [_____, [_____] [_____]]; telephone: [_____] , Attention: [_____] , the Financial Advisor.

County Council of Jasper County, South Carolina

\$ _____
JASPER COUNTY, SOUTH CAROLINA
General Obligation Transportation Sales Tax Bonds, Series _____

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, _____.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by ~~the~~ Jasper County, South Carolina (the "County") with respect to certain of the representations set forth in the Non-Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Howell Linkous & Nettles, LLC in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the County from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: _____, _____

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

EXHIBIT C

CONTINUING DISCLOSURE UNDERTAKING

AGENDA

ITEM # 9G



Jasper County Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Giles
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	01.05.2026
Project:	2026 Council Meeting Schedule
Request:	Approval of the Proposed Council Meeting Schedule 2026

Description:

Attached is the 2026 Council Meeting Schedule for your review, discussion and approval. Each month shows two Council Meetings currently. There were no changes received for the submitted 2026 Council Meeting prior to the agenda e-packet distribution.

Staff Recommendation: For Council to approve the proposed 2026 Council Meeting Schedule with any changes Council deems necessary.

Thank you for your consideration.

Wanda Giles
Clerk to the County Council

DUE TO THE COVID-19 CONSIDERATIONS, ALL **IN-PERSON COUNCIL MEETINGS** MAY BE REPLACED WITH EITHER **ELECTRONIC OR HYBRID ELECTRONIC/PHYSICAL MEETINGS**

Watch Live via YouTube at:

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

PROPOSED OFFICIAL **2026 County Council Meeting Schedule**

THE JASPER COUNTY COUNCIL MEETS ON THE FIRST MONDAY OF EACH MONTH AND THE THIRD MONDAY OF EACH MONTH FOR THE REGULAR COUNTY COUNCIL MEETING SESSION. IF THE FIRST OR THIRD MONDAY FALLS ON A HOLIDAY, THE COUNCIL WILL MEET ON **TUESDAY** OF THAT WEEK.

Regular Session Council Meeting Date and Time Schedule

- JANUARY 5, 2026 - 6:00PM
- JANUARY 20, 2026 - 6:00PM (Tuesday)
- FEBRUARY 2, 2026 - 6:00PM
- FEBRUARY 17, 2026 - 6:00PM (Tuesday)
- MARCH 2, 2026 - 6:00PM - Hardeeville City Hall Location
- MARCH 16, 2026 - 6:00PM
- APRIL 6, 2026 - 6:00PM
- APRIL 20, 2026 - 6:00PM
- MAY 4, 2026 - 6:00PM
- MAY 18, 2026 - 6:00PM
- JUNE 1, 2026 - 6:00PM - Hardeeville City Hall Location
- JUNE 15, 2026 - 6:00PM
- JULY 6, 2026 - 6:00PM
- JULY 20, 2026 - 6:00PM
- AUGUST 3, 2026 - 6:00PM
- AUGUST 17, 2026 - 6:00PM
- SEPTEMBER 8, 2026 - 6:00PM (Tuesday)
- SEPTEMBER 21, 2026 - 6:00PM - Hardeeville City Hall Location
- OCTOBER 5, 2026 - 6:00PM
- OCTOBER 19, 2026 - 6:00PM
- NOVEMBER 2, 2026 - 6:00PM
- NOVEMBER 16, 2026 - 6:00PM - Hardeeville City Hall Location
- DECEMBER 7, 2026 - 6:00PM
- DECEMBER 21, 2026 - 6:00PM

DATES AND TIMES ARE SUBJECT TO CHANGE

SPECIAL MEETINGS CAN BE CALLED WITH 24 HOURS PUBLIC NOTICE

FOR ADDITIONAL INFORMATION CONTACT: 843-717-3696

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

AGENDA

ITEM # 10

Administrator's 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

tlwilliams@jaspercountysc.gov

Administrator's Report January 5, 2026

1. The 2024 Transportation Sales Tax Greenbelt Program:

The ordinance is in final draft form. The ordinance was drafted after vetting options with the 2024 Transportation Sales Tax Advisory Committee and the ordinance includes all the Committee's recommendations.

The ordinance creates and authorizes the County's first Greenbelt Program, establishes a Greenbelt Advisory Committee, establishes a process for receiving applications for funding, and establishes a process for scoring and ranking projects for funding consideration.

Staff will be requesting that the County Council schedule a workshop for staff to review the ordinance with Council and establish a timeline for adoption of the ordinance. We look forward to working with the Council on this important project.

2. Exit 3:

I will report on the latest status as well as any need for a special meeting of the County Council.

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



South Carolina
Department of Transportation

December 16th, 2025

Mr. Andrew Fulghum
Jasper County Administrator
PO Box 1149
348 Third Avenue
Ridgeland, SC 29936

Mr. Joshua Gruber
City Manager
205 Main Street
Hardeeville, SC 29927

Mr. Mikell Harper
Riverport Holdings, LLC
Waterville Investments, LLC
RP Squared, LLC
502 King Street
Charleston, SC 29403

RE: P040503 – New Interchange on I-95 at MM 3
Jasper County, South Carolina

Dear Mr. Fulghum, Mr. Gruber, and Mr. Harper:

The South Carolina Department of Transportation (SCDOT) received bids on the new interchange at Exit 3 on I-95 in Jasper County on December 9th, 2025. Four (4) bids were received ranging from \$85.29M to \$102.22M with C.W. Matthews Contracting Co., Inc. as the apparent low bidder. In accordance with the draft Intergovernmental Agreement, the City and County, after consultation with the Owner, have fifty (50) calendar days from the date of letting to consent to the award of the contract. SCDOT conducted a bid review meeting on December 15th and has recommended award of the contract to apparent low bidder C.W. Matthews Contracting Co., Inc. The following is a breakdown of the construction cost:

Project ID	Apparent Low Bid	13% CEI & Contingency	Total Cost for Construction
P040503	\$85,289,706	\$11,087,661.78	\$96,377,367.78

The bid received from C.W. Matthews Contracting Co., Inc. was \$85,289,706 and this included all roadway and bridge work for the construction of the interchange. The total project cost after adding a 13% fee to cover Construction Engineering & Inspections (CEI) and contingencies is \$96,377,367.78. The 5% contingency fee is for unforeseen occurrences during construction that would involve the addition of some minor quantities or plan revisions. All monies not spent from this contingency amount will be returned to the State Infrastructure Bank account at the completion of construction.



Post Office Box 191
955 Park Street
Columbia, SC 29202-0191

www.scdot.org
An Equal Opportunity
Affirmative Action Employer
855-GO-SCDOT (855-467-2368)

BOARD OF DIRECTORS

John B. White, Jr., *Chairman*

Ernest Duncan, *Vice Chairman*

Senator C. Ross Turner, III

Representative Chris Murphy

David B. Shehan

André Bauer

T.J. Johnson

South Carolina
Transportation Infrastructure Bank



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

December 19, 2025

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 – SCDOT Bid

Dear Mr. Fulghum and Mr. Gruber:

This letter is written in response to letter dated December 17, 2025, by Craig Winn of South Carolina Department of Transportation ("SCDOT") relating to the SCDOT's bid on the Exit 3 interchange.

As the parties are aware, the Bank Board has indicated numerous times its support of this project which has significant benefits for the State of South Carolina. To demonstrate its support of the project, the Bank has committed over \$91 million in financial assistance to the project. Of its total commitment, the Bank has agreed to provide financial assistance via a grant of over \$63 million.

In November of 2024, Jasper County and the City of Hardeeville requested additional funding assistance of \$35 million. The Bank Board approved this request. However, the Bank Board made it clear to the applicants and owner/developer they must look for additional funding to offset the Bank's increased funding assistance. Over the past year, I have repeated the Bank's position to representatives of the owner/developer that the Bank would not provide any additional financial assistance beyond the \$91 million currently approved.

Mr. Winn's letter requests the relevant funding agreements be executed by January 28, 2026. The Bank stands behind its current financial commitment. Also, the Bank is pleased the SCDOT received a bid nearly half of the total cost of the project from the prior bid process.

The Bank understands the City of Hardeeville, Jasper County, and owner/developer are establishing the final costs of the Parkway South and Parkway North components of the project. As you develop how the



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

tlwilliams@jaspercountysc.gov

Progress Report December 16, 2025 – January 5, 2026

1. 2024 Transportation Sales Tax Advisory Committee Meeting:
Reviewed bond ordinance scheduled for third and final reading by County Council at the Jan. 5 County Council meeting.
2. Ridgeland-Claude Dean Airport:
Met with staff and outside counsel on Dec. 16 and reviewed leases.
3. Joint Services:
Met with County, City, and Town staff on Dec. 17 to discuss scope of consultancy needed for the next step of exploring alternative services delivery options for fire and emergency services. Consultant quote and staff recommendation forthcoming.
4. Exit 3:
Met with outside counsel on Dec. 23 to discuss latest bid and next steps.
5. Economic Development Projects:
Regular meetings with SCA staff and outside counsel were canceled due to holiday schedules. Met with a developer on Dec. 22 who desires to build a high-end residential development.
6. Other Meetings/Events Attended or Scheduled to Attend:
None.

AGENDA

ITEM # 11

Council Member
Comments and
Discussion