

# AGENDA ITEM:

## XI-A

*Ordinance item A*



## 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](mailto:lwagner@jaspercountysc.gov)

### Jasper County Council Staff Report

<b>Meeting Date:</b>	August 15, 2022
<b>Project:</b>	Zoning Map Amendment – General Commercial
<b>Applicant:</b>	HCP Partners, LLC
<b>Tax Map Number:</b>	039-00-06-002
<b>Submitted For:</b>	3 <sup>rd</sup> Reading
<b>Recommendation:</b>	Planning Commission reviewed and recommended approval at their My 10, 2022 Meeting

**Description:** The subject property consists of 33.4 acres and is located at 9606 Speedway Boulevard. The Applicant has requested a Zoning Map Amendment to have the property designated as General Commercial (GC). The property is currently split zoned Community Commercial (CC) and Rural Preservation (RP). The applicant would like to develop a warehousing and transportation (distribution) establishment at this location. The property is currently vacant but was previously used as a salvage yard for selling auto parts.

**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 “Urban Transition,” which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation.
- **Adjacent Zoning:** The adjacent parcels are zoned Community Commercial, Rural Preservation, and Residential. The city limits of Hardeeville are nearby, but is not immediately adjacent to the property, so annexation is not a possibility.
- **Adjacent Land Use:** Adjacent land uses are commercial and vacant.

- **Traffic and Access:** The subject property is accessed by Speedway Boulevard, which is a four-lane divided highway, classified as a major thoroughfare.

**Planning Commission Recommendation:** From a land use perspective, staff recommends approval of the request to have the property designated as General Commercial.

**Attachments:**

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



## Jasper County Planning and Building Services

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Phone (843) 717-3650 Fax (843) 726-7707

### Zoning Map Amendment Application

<b>Owner or Owner-Authorized Applicant:</b>	HCP Partners, LLC
<b>Address:</b>	65 Schinger Avenue, Suite 101 Ridgeland, SC 29936
<b>Telephone/Fax:</b>	310-415-0451
<b>Email:</b>	hchase@ehousingsolutions.com; jim@strecansky.com
<b>Property Address or Physical Location:</b>	9606 Speedway Boulevard Hardeeville, SC 29927
<b>Tax Map Number(s):</b>	039-00-06-002
<b>Gross Acreage:</b>	33.5 Acres
<b>Current Zoning:</b>	Rural Preservation
<b>Proposed Zoning:</b>	General Commercial
<b>Administrative Fee: (\$250 per lot)</b>	\$250
<b>Date Mailed or Hand Delivered:</b>	
<b>Reason for Request: (attach narrative if necessary)</b>	The applicant is under contract to purchase the parcel and intends to develop the parcel for a warehousing and transportation parcel. Speedway Boulevard is conducive to commercial rather than residential uses.

*[Handwritten Signature]*  
 Signature of Owner or Owner-Authorized Applicant  
 (Proof of owner-authorization required)

*3/23/22*  
Date

#### Internal Use Only

<b>Date Received:</b>	<i>3-29-2021</i>
<b>Amount Received:</b>	<i>250</i>
<b>Staff Member:</b>	<i>[Signature]</i>

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE: O-2022 -19**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 9606 Speedway Boulevard, bearing Jasper County Tax Map Number 039-00-06-002 from the Community Commercial Zone and the Rural Preservation Zone to the General Commercial Zone on the Jasper County Official Zoning Map.

**WHEREAS**, the owner of the parcel consisting of approximately 33.40 acres bearing Jasper County Tax Map Number 039-00-06-002 located at 9606 Speedway Boulevard, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Community Commercial Zone and Rural Preservation Zone to the General Commercial Zone and the property owner submitted that request to the Jasper County Planning Commission and County Council; and

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

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

**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 33.40 acres bearing Jasper County Tax Map Number 039-00-06-002, located at 9606 Speedway Boulevard, depicted on the Jasper County Official Zoning Map in the Community Commercial Zone and Rural Preservation Zone shall be transferred to the General Commercial Zone.

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

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**Ms. Barbara B. Clark**  
**Chairwoman**

**ATTEST:**

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**Wanda Simmons**  
**Clerk to Council**

**ORDINANCE: # O-2022-19**  
**First Reading: June 6, 2022**  
**Second Reading: July 18, 2022**  
**Public Hearing: July 18, 2022**  
**Adopted: August 15, 2022**

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Considered by the Jasper County Planning Commission at it's meeting on  
May 10, 2022 and recommended for approval.

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Reviewed for form and draftsmanship by the Jasper County Attorney.

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**David Tedder**

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**Date**





039-00-06-048  
RP

039-00-06-229  
RP

039-00-06-001  
RP

039-00-06-165  
RES

039-00-06-163  
RES

039-00-06-168  
RES

039-00-06-002  
RP

039-00-01-045  
CC

FORD PL

BERKELEY HALL RD

LIME HOUSE RD

SPEEDWAY BLVD

PURRYSBURG RD

WILLIAMS LN

PIN TAIL CREEK DR

SHADY OAK CIR

RP

RES

RES

RES

RES

039-00-01-031

039-00-01-003  
RP

Hardenville

031-00-00-015



# AGENDA ITEM:

## XI-B

Ordinance item B



## 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](mailto:lwagner@jaspercountysc.gov)

### Jasper County Council Staff Report

<b>Meeting Date:</b>	August 15, 2022
<b>Project:</b>	Zoning Map Amendment – General Commercial
<b>Applicant:</b>	HCP Partners, LLC
<b>Tax Map Number:</b>	040-00-02-008
<b>Submitted For:</b>	3 <sup>rd</sup> Reading
<b>Recommendation:</b>	Planning Commission reviewed this application at their April 12, 2022 Meeting and recommended approval of General Commercial

**Description:** The subject property consists of 28.5 acres and is located at 11964 Speedway Boulevard. The Applicant has requested a Zoning Map Amendment to have the property designated as General Commercial (GC). The property is currently split zoned Community Commercial (CC) and Rural Preservation (RP). The applicant would like to develop a warehousing and transportation (distribution) establishment at this location. The property is vacant and undeveloped.

**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 “Urban Transition,” which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation.
- **Adjacent Zoning:** The adjacent parcels are zoned Community Commercial, Rural Preservation, Residential, and is also located adjacent to the Hardeeville city limits.
- **Adjacent Land Use:** Adjacent land uses are commercial and vacant. An RV Park is being developed to the rear of the site through the City of Hardeeville.

- **Traffic and Access:** The subject property is accessed by Speedway Boulevard, which is a four-lane divided highway, classified as a major thoroughfare.

**Planning Commission Recommendation:** Planning Commission recommends approval of the request to have the property designated as General Commercial.

**Attachments:**

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



## Jasper County Planning and Building Services

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### Zoning Map Amendment Application

<b>Owner or Owner-Authorized Applicant:</b>	HCP Partners, LLC
<b>Address:</b>	65 Schinger Avenue, Suite 101 Ridgeland, SC 29936
<b>Telephone/Fax:</b>	310-415-0451
<b>Email:</b>	hchase@ehousingsolutions.com; jim@strecansky.com
<b>Property Address or Physical Location:</b>	Speedway Boulevard Hardeeville, SC 29927
<b>Tax Map Number(s):</b>	040-00-02-008
<b>Gross Acreage:</b>	28.5 Acres
<b>Current Zoning:</b>	Rural Preservation
<b>Proposed Zoning:</b>	General Commercial
<b>Administrative Fee: (\$250 per lot)</b>	\$250
<b>Date Mailed or Hand Delivered:</b>	
<b>Reason for Request: (attach narrative if necessary)</b>	The applicant is under contract to purchase the parcel and intends to develop the parcel for a warehousing and transportation parcel. Speedway Boulevard is conducive to commercial rather than residential uses.

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

03-11-2022  
 Date

**Internal Use Only**

<b>Date Received:</b>	3-14-2022
<b>Amount Received:</b>	\$250.00
<b>Staff Member:</b>	LN

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE: O-2022 -15**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 11964 Speedway Boulevard, bearing Jasper County Tax Map Number 040-00-02-008 from the Community Commercial Zone and the Rural Preservation Zone to the General Commercial Zone on the Jasper County Official Zoning Map.

**WHEREAS**, the owner of the parcel consisting of approximately 28.50 acres bearing Jasper County Tax Map Number 040-00-02-008 located at 11964 Speedway Boulevard, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Community Commercial Zone and Rural Preservation Zone to the General Commercial Zone and the property owner submitted that request to the Jasper County Planning Commission and County Council; and

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

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

**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 28.50 acres bearing Jasper County Tax Map Number 040-00-02-008, located at 11964 Speedway Boulevard, depicted on the Jasper County Official Zoning Map in the Community Commercial Zone and Rural Preservation Zone shall be transferred to the General Commercial Zone.

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

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**Ms. Barbara B. Clark**  
**Chairwoman**

**ATTEST:**

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**Wanda Simmons**  
**Clerk to Council**

**ORDINANCE: # O-2022-15**

**First Reading: May 2, 2022**

**Second Reading: May 16, 2022**

**Public Hearing: May 16, 2022**

**Adopted: August 15, 2022**

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

April 12, 2022 and recommended for approval.

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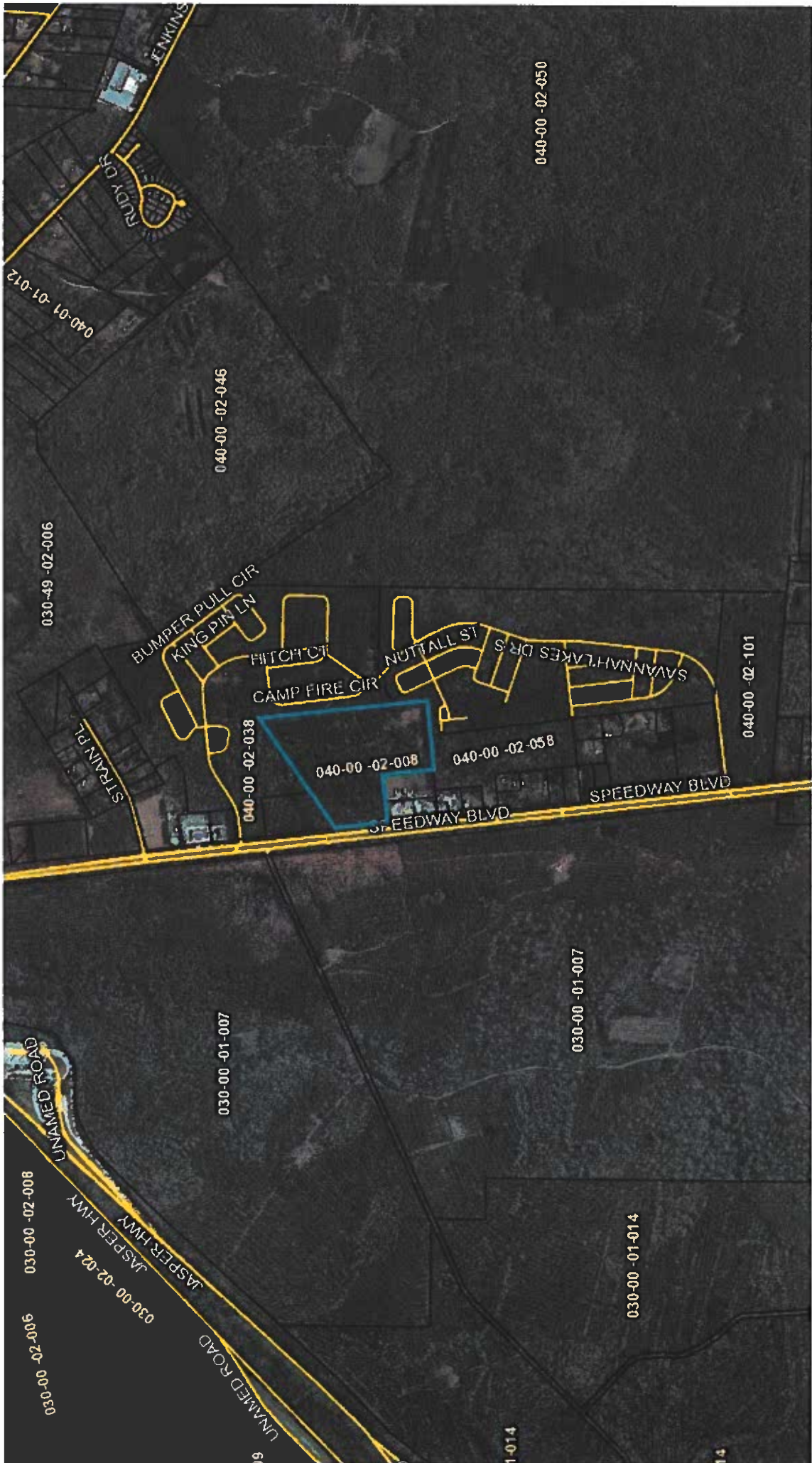
Reviewed for form and draftsmanship by the Jasper County Attorney.

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**David Tedder**

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**Date**



040-01-01-012

JENKINS

RUDY DR

040-00-02-046

030-49-02-006

BUMPER PULL CIR  
KING PIN LN

HITCH CT  
CAMP FIRE CIR

NUTTALL ST

SAVANNAH LAKES DR S

040-00-02-101

STRAIN PL

040-00-02-038

040-00-02-008

040-00-02-058

SPEEDWAY BLVD

SPEEDWAY BLVD

UNAMED ROAD

030-00-02-008

JASPER HWY

030-00-02-024

030-00-01-007

030-00-01-007

030-00-01-014

UNAMED ROAD

UNAMED ROAD

1-014

14

040-00-02-050





# AGENDA ITEM:

## XI-C

Ordinance item C

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE O-2022-20**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

**APPROVING A DEVELOPMENT AGREEMENT FOR THE LEE AND MCGRAW TRACTS 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**

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 Article IV, Title 20 of the Code of Ordinances of Jasper County governing Jasper County's participation in development agreements (the "Ordinance"); and

WHEREAS, HCP Partners, LLC, by virtue of contracts to purchase, has an equitable interest in certain lands suitable for development with Jasper County Tax Map Parcel Numbers 039-00-06-002 and 040-00-02-008, as more fully identified in the Development Agreement attached as Exhibit A; and

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

WHEREAS, the County and the Owner have now concluded their negotiations with respect to the terms for a development agreement for the real property subject to the development agreement; and

WHEREAS, the County, acting through the terms of this Ordinance, has determined to accept the terms and conditions of the Development Agreement by and between the County and HCP Partners, LLC, McGraw Properties, LLC, and Terry R. Lee, the form of which is attached hereto as Exhibit A; 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, and that approval of the development agreement would be in the best interests of the County.

**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 County Attorney and County Administrator, her execution of a definitive Development Agreement to be conclusive evidence of such approval, is hereby approved.
2. The Development Agreement, in substantially the same form attached hereto as Exhibit A, shall be executed by the Council Chairman and delivered on behalf of the County by the County Administrator, and the Clerk to Council is authorized to attest the signature of the Chairman of the Jasper County Council. The consummation of the transactions and undertakings described in the Development Agreement, and such additional transactions and undertakings as may be determined necessary by the County Administrator to be necessary to fully implement the Development Agreement are hereby approved.

3. If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.
4. This ordinance shall take effect upon approval by Council.

**JASPER COUNTY COUNCIL**

By: \_\_\_\_\_  
**Barbara Clark, Chairperson**

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons, Clerk to Council**

**First Reading:** 06.27.2022  
**Second Reading:** 07.18.2022  
**Public Hearings:** 07.18.2022 and 08.15.2022  
**Third Reading and Adoption:** 08.15.2022

It is required that the Development Agreement be attached as Exhibit A prior to Second Reading.

Reviewed for form and draftsmanship by the Jasper County Attorney:

\_\_\_\_\_  
David Tedder

\_\_\_\_\_  
Date

**EXHIBIT A**  
HCP Partners, LLC  
Development Agreement  
Lee & McGraw Tracts

This document was prepared by  
**Burr & Forman LLP (SFR)**  
4 Clarks Summit Drive, Suite 200  
Bluffton, SC 29910  
(843) 815-2171

**STATE OF SOUTH CAROLINA                    )        DEVELOPMENT AGREEMENT**  
  )  
**COUNTY OF JASPER                            )        LEE & MCGRAW TRACTS**

This Development Agreement ("Agreement") is made and entered the latter date of execution below, by and among McGraw Properties, LLC, a South Carolina limited liability company ("McGraw"), and Terry R. Lee ("Lee" and together with McGraw, "Owner"), HCP Partners, LLC ("Developer"), and the governmental authority of Jasper County, South Carolina ("County").

**WHEREAS**, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

**WHEREAS**, the Act recognizes that "The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and,

**WHEREAS**, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

**WHEREAS**, the Act further authorizes local governments, including County governments, to enter Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

**WHEREAS**, Developer will acquire approximately 33.4 acres from McGraw generally known as the McGraw tract, and approximately 28.5 acres from Lee, generally known as the Lee Tract, and proposes to develop, or cause to be developed therein distribution center uses, related warehousing and light industrial uses, including accessory and complimentary uses; and,

**WHEREAS**, the County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

**WHEREAS**, the County finds that the program of development proposed by Owner or Developer for this Property is consistent with the County's comprehensive land use plan; and will further the health, safety, welfare and economic well-being of the County and its residents; and,

**WHEREAS**, the program for development of the Property presents an unprecedented opportunity for the County to secure quality planning and growth to protect the environment and strengthen and revitalized the tax base; and,

**WHEREAS**, this Development Agreement is being made and entered among Owner, Developer, and the County, under the terms of the Act, for the purpose of providing assurances to Owner and Developer that development plans for the Property may proceed under the terms hereof, as hereinafter defined, consistent with the Zoning Regulations (as hereinafter defined) without encountering future changes in law which would materially affect the ability to develop the Property, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the County, and for the purpose of providing certain funding and funding sources to assist the County in meeting the service and infrastructure needs associated with the development authorized hereunder;

**WHEREAS**, The County conducted public hearings regarding its consideration of this Agreement on July 18, 2022 and August 15, 2022, after publishing and announcing notice, in accordance with the Act;

**WHEREAS**, County Council adopted Ordinance Number O-2022-20 on August 15, 2022, (a) determining that this Agreement is consistent with the County Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and Owner by entering into this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

1. **INCORPORATION.**

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth in Section 6-31-10(B) of the Act.

2. **DEFINITIONS.**

As used herein, the following terms mean:

**"Act"** means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

**"Adjacent Land"** shall mean any real property adjacent to the Property.

**"Agreement"** shall mean this Development Agreement as amended by the County and Developer, as applicable, in writing from time to time.

**“Association”** shall mean one (1) or more property owners’ associations that may be established to maintain portions of the Property if such is ever formed which is not expected if the Property is not subdivided.

**“BJWSA”** shall mean Beaufort/Jasper Water and Sewer Authority, its successors or assigns.

**“County”** shall mean Jasper County, South Carolina.

**“Developer”** means HCP Partners, LLC and all successors in title or lessees of the Owner who undertake Development of the Property who are transferred all or portions of the Development Rights in writing from the Owner or a successor or assign. Developer has a present equitable interest in the Property by virtue of contracts to purchase with Owner.

**“Development”** means the development of portions of the Property and construction of improvements thereon as contemplated in the Zoning Regulations.

**“Development Fees”** shall have the meaning set forth in Section 11.A.

**“Development Rights”** means all rights provided to the Owner or a Developer to undertake Development of the Property in accordance with the Zoning Regulations and this Development Agreement.

**“Owner”** means McGraw and Lee, their heirs, successors and any assignee, whereby such interest is assigned in whole or in part in writing.

**“Project”** means the Development that will occur on the Property.

**“Property”** means that certain tract of land described on Exhibit A, as may be amended with the Agreement of the County and Owner.

**“Term”** means the duration of this Agreement as set forth in Section 3 hereof.

**“Zoning Regulations”** means this Development Agreement and the Jasper County Development Ordinance(s) being codified with Municode<sup>®</sup> and current on Municode<sup>®</sup> through Supplement No. 3 as of June 21, 2021 as amended through the date of this Agreement except as the provisions thereof may be clarified or modified by the terms of this Agreement.

### **3. TERM.**

The term of this Agreement shall commence on the date this Agreement is executed by the County and Owner and terminate five (5) years thereafter; provided however, that the terms of this Agreement may be considered by the County, in its discretion, for an extension of the Term in accordance with §6-31-60 of the Act absent a material breach of any terms of this Agreement by the Owner or any Developer during the initial term, or any subsequent extension.

### **4. DEVELOPMENT OF THE PROPERTY.**

The Property shall be developed in accordance with the Zoning Regulations and this Agreement. All costs charged by or to the County for reviews required by the Jasper County Zoning Ordinance shall be paid by the Owner or Developer or other party applying for such review as generally



charged throughout the County for plan review. The County shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement.

## **5. CHANGES TO ZONING REGULATIONS.**

The Zoning Regulations relating to the Property subject to this Agreement shall not be amended or modified during the Term, without the express written consent of the Owner, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which Owner shall have the right to challenge. Owner does, for itself and its successors and assigns, including Developers and notwithstanding the Zoning Regulations, agrees to be bound by the following:

A. The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage and associated square footage of structure, as applicable, subject to the transfer. Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to provide the County an acknowledgment of this Agreement and a commitment to be bound by it.

B. The Owners and Developers, and their respective heirs, successors and assigns agree that all Development, with the exception of irrigation, incidental maintenance facilities, earthwork and similar amenities which exist from time to time, and facilities existing at the date of this Agreement will be served by potable water and sewer prior to occupancy, except as otherwise provided herein for temporary use, temporary being defined as one year or less. Septic tanks and/or wells may be allowed with the permission of BJWSA where there is a specific finding that such use for specific portions of the Property will comply with the overall environmental standards.

C. Additional Buffer. Along adjacent residential properties existing as of the date of this Agreement, there shall be a 50 foot natural undisturbed vegetative buffer.

## **6. DEVELOPMENT SCHEDULE.**

The Property shall be developed in accordance with the development schedule, attached as **Exhibit B**, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner / Developers in the future shall not be considered a material amendment or breach of the Agreement.

**7. DENSITY.**

Uses and density on the Property shall be the densities and uses as set forth in this Agreement, and as set forth below:

Up to a maximum of 900,000 square feet of distribution center, warehouse, and other related accessory and light industrial uses. As long as the total square footage of allowed uses does not exceed 900,000 square feet, the Owner or Developer shall be allowed to alter location and product mix among all allowed uses under the Zoning Regulations, based upon ongoing project planning and market conditions. Any such changes to exact location, building size, or product mix shall not be considered a material amendment hereto, so long as the total allowed density is not exceeded. Such minor changes will be approved at the staff review level.

**8. RESTRICTED ACCESS**

The Owner and/or each Developer shall have the right (but not the obligation) to restrict access within or into and out of the Property as long as such limited access does not adversely affect in any material respect adjacent traffic patterns located on public rights-of-way.

**9. EFFECT OF FUTURE LAWS.**

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future with the approval of the Owner or Developer, as applicable, pursuant to the terms hereof, and of this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the County ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall not apply to the Property unless the procedures and provisions of §6-31-80 (B) of the Act are followed, which Owner or Developer shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental quality standards of general application.

**10. INFRASTRUCTURE AND SERVICES**

The County and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the County. For clarification, the parties make specific note of and acknowledge the following:

**A. Private Roads.** All roads within the Property shall be constructed by the Owner, Developer or other parties and maintained by such party(ies) and/or Association(s), or dedicated for maintenance to other appropriate entities. The County will not be responsible for the construction of any private roads within the Property unless the County specifically agrees to do so in the future.

**B. Public Roads.** All public roads outside the Property that serve the Property are under the jurisdiction of the State of South Carolina or other governmental entities regarding access, construction, improvements, and maintenance. Owner and Developer acknowledges that it must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation or its successor regarding access and use of

such public roads. Developer shall be responsible for the provision of funds for the construction of improvements to Highway 17 and John Smith Road in addition to property access improvements, all as required by SCDOT or Jasper County, as applicable, in conjunction with County approved traffic mitigation plans. Upon completion of construction of any such improvements within the SCDOT right of way, and acceptance by SCDOT, the SCDOT shall maintain all roadway improvements within the public road right of way. Further provisions regarding traffic management and mitigation are contained in Section 10.N below.

**C. Potable Water.** Potable water will be supplied to the Property by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property unless the County elects to provide such services with the agreement of the applicable utility authority then providing such service to the Property. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between Owner or Developer and the service provider.

**D. Sewage Treatment and Disposal.** Sewage treatment and disposal will be provided by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, unless the County elects to provide such service with the agreement of the applicable utility authority then providing such service to the Property. Nothing herein shall be construed as precluding the County from providing sewer services to its residents in accordance with applicable provisions of law. Owner or Developer will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider as provided in any utility agreement between Owner or Developer and the service provider.

**E. Use of Effluent.** Owner and Developer agree that treated effluent will be disposed of only in such manner as may be approved by DHEC and the BJWSA. The County will use good faith efforts to cooperate with Owner or Developer to support Owner or Developer in obtaining gray water in connection with providing irrigation water for the landscaped areas within the Property, if such is economically feasible. The Owner or Developer or its designee shall have the right to operate an irrigation system to provide irrigation services in connection with all or any portion of the Property, provided such is approved by DHEC or other applicable regulatory authority.

**F. Police Services.** County shall provide law enforcement protection services to the Property on the same basis as is provided to other similarly situated businesses in the County.

**G. Fire Services.** County shall provide fire protection services to the Property on the same basis as is provided to other similarly businesses in the County. It is further acknowledged the nature of the development of the Project will require additional equipment (generically, "Heavy Rescue Equipment"). Provision of funds towards that acquisition by the Developer are contained hereinbelow in Section 11.B. Owner and Developer acknowledge the jurisdiction of the County's fire department on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community.

**H. Sanitation Services.** County shall provide sanitation services and trash collection services to all properties within the Property on the same basis as provided to other similarly situated businesses within the County.

**I. Recreation Services.** County shall provide recreation services to the Property on the same basis as provided to other similarly situated businesses in the County.

**J. Library Services.** Such services are available on the same basis as provided to all other citizens of the County.

**K. Emergency Medical Services (EMS).** Such services shall be provided to the Property on the same basis as provided to all other citizens of the County.

**L. Drainage System.** All stormwater runoff, treatment and drainage system improvements within the Property will be designed and operated in accordance with the Zoning Regulations and Best Management Practices then current. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by Owner, Developer, or the Association, as applicable. The County will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property.

**M. Storm Water Quality.** Protection of the quality in nearby waters and wetlands is a primary goal of the County. Owner and Developer shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water. County shall be provided with contemporaneous copies of all submissions to federal and state permitting authorities regarding storm water permitting and storm water pollution prevention plans.

**N. Traffic Management /Mitigation.** After approximately 500,000 square feet of building space has been constructed and is in operation, Developer shall pay for a traffic warrant examining the need for additional traffic improvements as a result of this Project, such as additional traffic lighting or stacking lane improvements Highway 17. In the event additional improvements are needed to avoid an unacceptable degradation of intersection functioning, such traffic lighting and associated roadway improvements will be permitted and constructed at Developer's expense. If any such additional traffic improvements are warranted, Developer shall engage, or cause to be engaged, appropriate professionals to design, permit and construct such improvements, said construction to be completed within eighteen (18) months of approval and issuance of applicable permits by the SCDOT.

## **11. DEVELOPMENT FEES.**

**A.** To assist the County in meeting expenses resulting from ongoing development, Owner or Developer shall pay development fees for, Fire/Public Safety and Roads ("Development Fees") as follows, as set forth below:

DEVELOPMENT FEES	AMOUNT
Non-Residential per 1,000 sf	\$660 Roads and Traffic Mitigation Facilities \$500 Fire/Public Safety

B. All Development Fees shall be collected at the time of obtaining a building permit. Roads and Traffic Mitigation Facilities Development Fees shall be placed in a separate interest bearing account and all such monies shall be utilized, unless otherwise agreed by the County and Owner or Developer, to reimburse Owner or Developer, as applicable, for the construction of external roadways and near-site traffic mitigation measures, including landscaping and lighting (which shall be paid by County to Owner or Developer, as applicable, within thirty (30) days after substantial completion of each road/traffic mitigation segment out of the first funds in the Road and Traffic Fund, as collected and available). The Fire/Public Safety Fee is to be used for capital expenditures to provide Heavy Rescue capabilities made necessary by the industrial/commercial nature of the Project, as well as other usual capital expenditures associated with the demands for enhanced services.

C. Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). The Property shall be exempt from any requirement to pay County Impact Fees under any ordinance subsequently passed and enacted by the County, for the first three (3) years of the Term of this Agreement as it may be extended by mutual agreement between the Owner and County. In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Development Fees paid under Section 11.A and B shall be credited against the Impact Fees to the extent the Development fees are for items included in the capital program incorporated in the formulation of the Impact Fees. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspection (no other capital improvement related impact, development or other extractions).

D. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, Developer, their successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the County, provided however, if an entity other than the County is permitted by County to impose fees or obligations similar in nature to those contemplated by this Agreement, Owner or Developer, as applicable, shall be entitled to either an offset against the Development Fees of this Agreement the amount of such fees or obligations which are collected or a credit against the other fees allowed to be collected. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property and that County shall not permit any other governmental authority to impose fees or obligations of a similar nature to that which are contemplated by this Agreement without providing for a credit against the other fees for the fees due under this Agreement; provided, however, the provisions of this paragraph shall not preclude the County or another governmental authority from imposing a fee of a nature which is for services or improvements other than those contemplated under this Agreement - (i.e., roads, fire/public safety), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The County or other governing body shall not

be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.

E. The fees set forth above in Section 11.A and B are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee or development obligation shall be imposed in connection with the Property, except as may be allowed pursuant to Section 11.C and D and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Fire/Public Safety and Road/Traffic Mitigation Development Fees are subject to an annual inflation factor equal to inflation factor as provided by the State of South Carolina to each local government for the calculation of tax millage increases.

F. Any Development Fees paid and/or credits for Development Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by the Owner and/or Developer owning such credits and all such credits shall remain valid until utilized. The Owner and/or Developer shall provide written notice of intent to transfer such credits to the County and shall obtain an acknowledgement from the County prior to any such transfer. The County shall recognize all such written assignments of such rights and shall credit same against any Development Fees which are owned pursuant to this Agreement.

G. Developer agrees to pay the reasonable costs and expenses of the County's consultants and professionals incurred in negotiating, processing and evaluating this Agreement. County will provide sufficient documentation of these charges. Developer shall pay such fees within 60 days of the delivery of the County's invoice(s).

## **12. PERMITTING PROCEDURES:**

A. The County agrees that the Owner and/or any Developer is not required to phase development but shall have the right to do so.

B. The County agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with County Regulations as modified by the Zoning Regulations. Plans will be processed in accordance with the Zoning Regulations, the then current subdivision plat and development plan procedural requirements and fee schedules. Developer may submit these items for concurrent review with the County and other governmental authorities. County may give final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

C. Signage for the Project is governed by the Zoning Regulations.

D. The County acknowledges that the Owner and/or Developer has the initial right of architectural review regarding improvements and building upon the Property, subject to normal review by the County Planning Commission. It is the intent of this Agreement to avoid long unarticulated facades visible from the adjacent Highway 17 and residential areas.

E. The County agrees that the Property is approved and fully vested for intensity, density, development fees, uses and height, and shall not have any obligations for on

or off site transportation or other facilities or improvements other than as provided in this Agreement, but must adhere to then current Master Plan, subdivision plat and development plan procedural guidelines. The County may not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner and Developer shall have the right to challenge.

F. Private or public roadways may utilize swale drainage systems and are not required to have raised curb and gutter systems, except where necessary to accommodate pedestrian or multi-use sidewalks or pathways. Public road improvements are subject to the drainage requirements of the public agency having jurisdiction and/or ownership. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet BMP standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of proposed construction of such roadway based upon engineering and planning standards consistent with the Master Plan prepared by Developer subject to the approval of the County Planning Administrator.

G. All plan review fees shall be consistent with the fees charged generally in the County and in effect at that time.

### **13. DEVELOPER ENTITLEMENTS**

County acknowledges that the Property is vested with the following items:

A. The County will, to the extent available, promote public transportation which exists within the County to service the Property.

B. All drainage systems constructed within the Project shall be owned and maintained by Owner, Developer or one (1) or more Association(s) which may be established for various portions of the Property, and the County shall have no responsibility for the construction, operation or maintenance of such systems. Such systems shall be constructed in compliance with any applicable federal, state, or local requirement utilizing then current Best Management Practices.

C. On-site burning may be permitted within the Property upon obtaining applicable permits

D. The County agrees to cooperate with the Owner and each Developer with county, state and federal roadway permitting in connection with the Development of portions of the Property.

E. County services, including, but not limited to, police, fire, sanitation, recreational parks and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other similar business properties within the County, subject to the limitations (if any) of Section 10 above. Subject to the limitations of Section 10 above (if any), should the Owner or a Developer require enhanced services beyond that which is routinely provided within the County, then the County agrees that upon the written request of Owner or a Developer, it shall negotiate in good faith with the Owner or a Developer to provide such enhanced services to the Property. Any enhanced services shall be at the sole cost of the Owner and/or Developer.

#### **14. COMPLIANCE REVIEWS.**

As long as Owner or a Developer owns any of the Property, Owner or a Developer or its designee, shall meet with the County, or its designee, at least once, per year, during the Term to review Development completed by within the Property in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner or a Developer, or its designee, shall provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. Owner or a Developer or its designee, shall be required to compile this information within a reasonable time after written request by the County.

#### **15. DEFAULTS.**

The failure of the Owner, Developer or the County to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies that are deemed appropriate, including specific performance; provided however no termination of this Agreement may be declared by the County absent its according the Owner and any relevant Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement.

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 Owner or Developer, or their 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.

A default of the Owner shall not constitute a default by Developers, and default by Developers shall not constitute a default by the Owner. Notwithstanding the foregoing, the failure of the Owner or a Developer, as applicable, to reasonably pursue the required permitting/approvals for and completion of required traffic mitigation measures shall be grounds for the cessation of the



issuance of development permits for future sites; provided, however, that should the County Administrator determine that there is a default by the Owner or a Developer, he shall immediately notify the Owner or Developer in writing by certified mail, return receipt requested, and allow the Owner or Developer fifteen (15) days to respond with an explanation of why Owner or Developer is not in default or a plan for remedying the default. In the event Owner or Developer presents a plan of remediation for approval by the County Administrator, whose approval shall not be unreasonably withheld, the parties shall agree to a commercially reasonable time to complete the remediation plan, and during such time no negative action shall be taken against the Owner or Developer. Failure to submit such a response or failure to subsequently pursue a plan of remediation may result in a moratorium on future development permits, a stop work order, and any other consequences reasonably determined by the County Administrator. The parties acknowledge that owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement, unless the Property remains under unified ownership or unless such owners of completed buildings have been assigned any rights under this Agreement. In such case, the owners of completed buildings shall also be obligated for obligations set forth in this Agreement.

#### **16. MODIFICATION OF AGREEMENT.**

This Agreement may be modified or amended only by the written agreement of the County and the Owner and Developer; such written agreement may be by resolution. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the County and the Owner of said portion of the Property. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Owner and Developers, then only the County and those affected persons or entities need to sign such written amendment. Because this Agreement constitutes the plan for certain planned development under the zoning ordinance, minor modifications to a site plan or to development provisions may be made without a public hearing or amendment to applicable ordinances. 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, and such approval or consent shall be in writing and signed by the affected parties. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The master plans are not intended to be rigid, exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set herein and the general concept of development suggested by the Development Agreement and Master Plan is followed and respected; however, reductions in required buffers and setbacks in relation to external properties and roadways are a major modification. Such minor variations are eligible to be approved at staff level in accordance with the Zoning Regulations.

**17. NOTICES.**

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile, email or other means of electronic communication or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be given at:

To the County: County Administrator  
Jasper County  
PO Box 1149  
Ridgeland, SC 29936  
Email: afulghum@jaspercountysc.gov

With Copy to: County Attorney  
Jasper County  
PO Box 420  
Ridgeland, SC 29936  
Email: dtedder@jaspercountysc.gov

And to McGraw at: McGraw Properties, LLC  
373 Old Cordelia Highway  
Gainesville, GA 30507  
ATTN: Michael T. McGraw  
Email: mikemcgraw629@gmail.com

And to Lee at: Terry R. Lee  
P.O. Box 1788  
Hardeeville, SC 29927  
Email: tlee@terryleecontracting.com

And to Developer at: HCP Partners, LLC  
65 Schinger Avenue, Suite 101  
Ridgeland, SC 29936  
Email: jim@scilogis.com; herb@scilogis.com

With Copy to: Burr & Forman LLP  
4 Clarks Summit Drive, Suite 200  
Bluffton, SC 29910  
ATTN: Sarah F. Robertson  
Email: srobertson@burr.com

**18. ENFORCEMENT.**

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement.

**19. GENERAL.**

**A. Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developer(s) and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, Developers and the County each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

**B. Estoppel Certificate.** The County, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

1. that this Agreement is in full force and effect,
2. that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
3. whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and
4. whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

**C. Entire Agreement.** This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings among the County and the Owner relative to the Property and its Development, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

**D. No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between the County, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

**E. Exhibits.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

**F. Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto. 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 public facilities and compatibility between developed and undeveloped lands and their uses.

**G. Assignment.** Subject to the notification provisions hereof, Owner or Developer may assign its rights and responsibilities hereunder to a subsidiary or sister company, or subsequent land owners and Developers.

**H. Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

**I. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**J. Agreement to Cooperate.** 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; provided, however, each party shall retain the right to pursue its own independent legal defense.

**K. Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

**L. No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by the County, the Owner and Developers. No other persons shall have any rights hereunder.

**M. Contingencies.** This Agreement is contingent on Developer acquiring title to the Property and the approval of Developer and the County Council of the Jasper County, South Carolina. Notwithstanding the above, Developer agrees to remain responsible for the payment of the processing fees incurred by the County in reviewing and approving the Development Agreement as set forth in Section 11.G above.

**N. Recording.** Within fourteen (14) days after execution of this Agreement by all parties, the Developer 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.

O. **Agreement to Run with the Land.** This Agreement shall be recorded against the Property as described in Exhibit A. 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.

P. **Assignment of Development Rights.** Any and all conveyances of any portion of the Property to Developers shall by written agreement assign a precise amount of Development Rights along with the permitted land uses that may be constructed on the subject property being conveyed. Assignee shall notify the County within thirty (30) days of the conveyance of the property, provide the County with the applicable documents assigning the development rights to the assignee and record the same in the Office of the Jasper County Register of Deeds. In the event of conveyance of all or a portion of the Property and compliance with the conditions set forth herein, the assignor shall be released from all obligations as to the portion of Property and Development Rights so transferred, and the assignee shall be substituted as the Owner under the Agreement as to the portion of the Property so transferred.

## 20. **STATEMENT OF REQUIRED PROVISIONS**

A. **Specific Statements.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in **Exhibit A** attached hereto. The present legal Owner of the Property is McGraw Properties, LLC, a South Carolina limited liability company and Terry R. Lee, as described above. The equitable owner of the Property is Developer by virtue of its contracts to purchase the Property.
2. **Duration of Agreement.** The duration of this Agreement shall be as provided in Section 3.
3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development – related standards, are contained in Zoning Regulations, as supplemented by this Agreement.
4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.
5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All requirements relating to land transfers for public facilities are set forth in Section 10 above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for

the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.

6. **Local Development Permits.** The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.
7. **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the County.
8. **Terms for Public Health, Safety and Welfare.** The County Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.
9. **Historical Structures.** Any cultural, historical structure or sites will be addressed through the applicable federal and state permitting process at the time of development, as required by applicable State regulations. No such structures or sites are known to exist.

**[SEPARATE SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

**McGraw Properties, LLC**  
a South Carolina limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Michael T. McGraw, Member

\_\_\_\_\_  
Notary Public

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

COUNTY OF JASPER

)

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Michael T. McGraw, a Member of McGraw Properties, LLC, a South Carolina limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Terry R. Lee

\_\_\_\_\_  
Notary Public

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF JASPER )

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Terry R. Lee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



WITNESSES:

**HCP Partners, LLC**  
a South Carolina limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
James P. Strecansky, Member

\_\_\_\_\_  
Notary Public

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF JASPER )

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared James P. Strecansky, a Member of HCP Partners, LLC, a South Carolina limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

WITNESSES:

COUNTY OF JASPER, SOUTH CAROLINA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA.

)

ACKNOWLEDGMENT

COUNTY OF JASPER.

)

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate official of Jasper County, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A  
TO DEVELOPMENT AGREEMENT  
PROPERTY DESCRIPTION**

**McGraw Tract**

ALL that certain piece, parcel or lot of land situate, with improvements thereon, located in Jasper County, South Carolina, containing 34.170 Acres, more or less, as more particularly shown and described on a plat entitled "A Boundary Survey of #9606, Speedway Boulevard" dated January 18, 2021, prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, P.L.S. (S.C. #28139), and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book 38 at Page 391 on July 6, 2022. For a more detailed description as to metes and bounds, reference may be had to the above-mentioned Plat of record.

Jasper County TMP: 039-00-06-002

**Lee Tract**

ALL that certain piece, parcel or lot of land situate, with improvements thereon, located in Jasper County, South Carolina, containing 31.416 Acres, more or less, as more particularly shown and described on a plat entitled "A Boundary Survey of Tax Parcel No. R040-00-02-008 Near Hardeeville, Jasper County, South Carolina" dated March 22, 2022, prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, P.L.S. (S.C. #28139), and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book 38 at Page 390 on July 6, 2022. For a more detailed description as to metes and bounds, reference may be had to the above-mentioned Plat of record.

Jasper County TMP: 040-00-02-008

**EXHIBIT B  
TO DEVELOPMENT AGREEMENT  
DEVELOPMENT SCHEDULE**

Development of the Property is expected to occur over the 10-year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Developer as the development evolves over the term:

<b>Year(s) of Commencement / Completion</b>					
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Type of Development</b>	Potential start of development. Start clearing/mass grading. Begin design of offsite improvements.	Start underground utilities, hard scape, start building construction. Start construction on offsite improvements as required by SCDOT/County	Complete first 500,000 SF of building space, complete any hard scape associated with building space. Continue construction of offsite improvements as required by SCDOT/County.	Complete next 400,000 SF of building space and any associated hard scape. Complete offsite improvements.	Complete remainder of building SF and site work

As stated in the Development Agreement, Section 6, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

This document was prepared by  
**Burr & Forman LLP (SFR)**  
4 Clarks Summit Drive, Suite 200  
Bluffton, SC 29910  
(843) 815-2171

**STATE OF SOUTH CAROLINA                    )        DEVELOPMENT AGREEMENT**  
  )  
**COUNTY OF JASPER                            )        LEE & MCGRAW TRACTS**

This Development Agreement ("Agreement") is made and entered the latter date of execution below, by and among **McGraw Properties, LLC**, a South Carolina limited liability company ("McGraw"), and **Terry R. Lee** ("Lee" and together with McGraw, "Owner"), **HCP Partners, LLC** ("Developer"), and the governmental authority of **Jasper County, South Carolina** ("County").

**WHEREAS**, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

**WHEREAS**, the Act recognizes that "The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and,

**WHEREAS**, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

**WHEREAS**, the Act further authorizes local governments, including County governments, to enter Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

**WHEREAS**, Developer will acquire approximately 33.4 acres from McGraw generally known as the McGraw tract, and approximately 28.5 acres from Lee, generally known as the Lee Tract, and proposes to develop, or cause to be developed therein distribution center uses, related warehousing and light industrial uses, including accessory and complimentary uses; and,

**WHEREAS**, the County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

**WHEREAS**, the County finds that the program of development proposed by Owner or Developer for this Property is consistent with the County's comprehensive land use plan; and will further the health, safety, welfare and economic well-being of the County and its residents; and,

**WHEREAS**, the program for development of the Property presents an unprecedented opportunity for the County to secure quality planning and growth to protect the environment and strengthen and revitalized the tax base; and,

**WHEREAS**, this Development Agreement is being made and entered among Owner, Developer, and the County, under the terms of the Act, for the purpose of providing assurances to Owner and Developer that development plans for the Property may proceed under the terms hereof, as hereinafter defined, consistent with the Zoning Regulations (as hereinafter defined) without encountering future changes in law which would materially affect the ability to develop the Property, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the County, and for the purpose of providing certain funding and funding sources to assist the County in meeting the service and infrastructure needs associated with the development authorized hereunder;

**WHEREAS**, The County conducted public hearings regarding its consideration of this Agreement on July 18, 2022 and August 15, 2022, after publishing and announcing notice, in accordance with the Act;

**WHEREAS**, County Council adopted Ordinance Number 0-2022-20 on August 15, 2022, (a) determining that this Agreement is consistent with the County Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and Owner by entering into this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

1. **INCORPORATION.**

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth in Section 6-31-10(B) of the Act.

2. **DEFINITIONS.**

As used herein, the following terms mean:

**"Act"** means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

**"Adjacent Land"** shall mean any real property adjacent to the Property.

**"Agreement"** shall mean this Development Agreement as amended by the County and Developer, as applicable, in writing from time to time.

**“Association”** shall mean one (1) or more property owners’ associations that may be established to maintain portions of the Property if such is ever formed which is not expected if the Property is not subdivided.

**“BJWSA”** shall mean Beaufort/Jasper Water and Sewer Authority, its successors or assigns.

**“County”** shall mean Jasper County, South Carolina.

**“Developer”** means HCP Partners, LLC and all successors in title or lessees of the Owner who undertake Development of the Property who are transferred all or portions of the Development Rights in writing from the Owner or a successor or assign. Developer has a present equitable interest in the Property by virtue of contracts to purchase with Owner.

**“Development”** means the development of portions of the Property and construction of improvements thereon as contemplated in the Zoning Regulations.

**“Development Fees”** shall have the meaning set forth in Section 11.A.

**“Development Rights”** means all rights provided to the Owner or a Developer to undertake Development of the Property in accordance with the Zoning Regulations and this Development Agreement.

**“Owner”** means McGraw and Lee, their heirs, successors and any assignee, whereby such interest is assigned in whole or in part in writing.

**“Project”** means the Development that will occur on the Property.

**“Property”** means that certain tract of land described on Exhibit A, as may be amended with the Agreement of the County and Owner.

**“Term”** means the duration of this Agreement as set forth in Section 3 hereof.

**“Zoning Regulations”** means this Development Agreement and the Jasper County Development Ordinance(s) being codified with Municode® and current on Municode® through Supplement No. 3 as of June 21, 2021 as amended through the date of this Agreement except as the provisions thereof may be clarified or modified by the terms of this Agreement.

### **3. TERM.**

The term of this Agreement shall commence on the date this Agreement is executed by the County and Owner and terminate five (5) years thereafter; provided however, that the terms of this Agreement may be considered by the County, in its discretion, for an extension of the Term in accordance with §6-31-60 of the Act absent a material breach of any terms of this Agreement by the Owner or any Developer during the initial term, or any subsequent extension.

### **4. DEVELOPMENT OF THE PROPERTY.**

The Property shall be developed in accordance with the Zoning Regulations and this Agreement. All costs charged by or to the County for reviews required by the Jasper County Zoning Ordinance shall be paid by the Owner or Developer or other party applying for such review as generally

charged throughout the County for plan review. The County shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement.

## **5. CHANGES TO ZONING REGULATIONS.**

The Zoning Regulations relating to the Property subject to this Agreement shall not be amended or modified during the Term, without the express written consent of the Owner, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which Owner shall have the right to challenge. Owner does, for itself and its successors and assigns, including Developers and notwithstanding the Zoning Regulations, agrees to be bound by the following:

A. The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage and associated square footage of structure, as applicable, subject to the transfer. Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to provide the County an acknowledgment of this Agreement and a commitment to be bound by it.

B. The Owners and Developers, and their respective heirs, successors and assigns agree that all Development, with the exception of irrigation, incidental maintenance facilities, earthwork and similar amenities which exist from time to time, and facilities existing at the date of this Agreement will be served by potable water and sewer prior to occupancy, except as otherwise provided herein for temporary use, temporary being defined as one year or less. Septic tanks and/or wells may be allowed with the permission of BJWSA where there is a specific finding that such use for specific portions of the Property will comply with the overall environmental standards.

C. Additional Buffer. Along adjacent residential properties existing as of the date of this Agreement, there shall be a 50 foot natural undisturbed vegetative buffer.

## **6. DEVELOPMENT SCHEDULE.**

The Property shall be developed in accordance with the development schedule, attached as **Exhibit B**, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner / Developers in the future shall not be considered a material amendment or breach of the Agreement.



**7. DENSITY.**

Uses and density on the Property shall be the densities and uses as set forth in this Agreement, ~~the Initial Master Plan~~, and as set forth below:

Up to a maximum of 900,000 square feet of distribution center, warehouse, and other related accessory and light industrial uses. As long as the total square footage of allowed uses does not exceed 900,000 square feet, the Owner or Developer shall be allowed to alter location and product mix among all allowed uses under the Zoning Regulations, based upon ongoing project planning and market conditions. Any such changes to exact location, building size, or product mix shall not be considered a material amendment hereto, ~~or an amendment to the subsequent Initial Master Plan~~, so long as the total allowed density is not exceeded. Such minor changes will be approved at the staff review level.

**8. RESTRICTED ACCESS**

The Owner and/or each Developer shall have the right (but not the obligation) to restrict access within or into and out of the Property as long as such limited access does not adversely affect in any material respect adjacent traffic patterns located on public rights-of-way.

**9. EFFECT OF FUTURE LAWS.**

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future with the approval of the Owner or Developer, as applicable, pursuant to the terms hereof, and of this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the County ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall not apply to the Property unless the procedures and provisions of §6-31-80 (B) of the Act are followed, which Owner or Developer shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental quality standards of general application.

**10. INFRASTRUCTURE AND SERVICES**

The County and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the County. For clarification, the parties make specific note of and acknowledge the following:

**A. Private Roads.** All roads within the Property shall be constructed by the Owner, Developer or other parties and maintained by such party(ies) and/or Association(s), or dedicated for maintenance to other appropriate entities. The County will not be responsible for the construction of any private roads within the Property unless the County specifically agrees to do so in the future.

**B. Public Roads.** All public roads outside the Property that serve the Property are under the jurisdiction of the State of South Carolina or other governmental entities regarding access, construction, improvements, and maintenance. Owner and Developer acknowledges that it must comply with all applicable state statutes and rules and regulations of

the South Carolina Department of Transportation or its successor regarding access and use of such public roads. Developer shall be responsible for the provision of funds for the construction of improvements to Highway 17 and John Smith Road in addition to property access improvements, all as required by SCDOT or Jasper County, as applicable, in conjunction with County approved traffic mitigation plans. Upon completion of construction of any such improvements within the SCDOT right of way, and acceptance by SCDOT, the SCDOT shall maintain all roadway improvements within the public road right of way. Further provisions regarding traffic management and mitigation are contained in Section 10.N below.

**C. Potable Water.** Potable water will be supplied to the Property by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property unless the County elects to provide such services with the agreement of the applicable utility authority then providing such service to the Property. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between Owner or Developer and the service provider.

**D. Sewage Treatment and Disposal.** Sewage treatment and disposal will be provided by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, unless the County elects to provide such service with the agreement of the applicable utility authority then providing such service to the Property. Nothing herein shall be construed as precluding the County from providing sewer services to its residents in accordance with applicable provisions of law. Owner or Developer will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider as provided in any utility agreement between Owner or Developer and the service provider.

**E. Use of Effluent.** Owner and Developer agree that treated effluent will be disposed of only in such manner as may be approved by DHEC and the BJWSA. The County will use good faith efforts to cooperate with Owner or Developer to support Owner or Developer in obtaining gray water in connection with providing irrigation water for the landscaped areas within the Property, if such is economically feasible. The Owner or Developer or its designee shall have the right to operate an irrigation system to provide irrigation services in connection with all or any portion of the Property, provided such is approved by DHEC or other applicable regulatory authority.

**F. Police Services.** County shall provide law enforcement protection services to the Property on the same basis as is provided to other similarly situated businesses in the County.

**G. Fire Services.** County shall provide fire protection services to the Property on the same basis as is provided to other similarly situated businesses in the County. It is further acknowledged the nature of the development of the Project will require additional equipment (generically, "Heavy Rescue Equipment"). Provision of funds towards that acquisition by the Developer are contained hereinbelow in Section 11.B. Owner and Developer acknowledge the jurisdiction of the County's fire department on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community.

**H. Sanitation Services.** County shall provide sanitation services and trash collection services to all properties within the Property on the same basis as provided to other similarly situated businesses within the County.

**I. Recreation Services.** County shall provide recreation services to the Property on the same basis as provided to other similarly situated businesses in the County.

**J. Library Services.** Such services are available on the same basis as provided to all other citizens of the County.

**K. Emergency Medical Services (EMS).** Such services shall be provided to the Property on the same basis as provided to all other citizens of the County.

**L. Drainage System.** All stormwater runoff, treatment and drainage system improvements within the Property will be designed and operated in accordance with the Zoning Regulations and Best Management Practices then current. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by Owner, Developer, or the Association, as applicable. The County will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property.

**M. Storm Water Quality.** Protection of the quality in nearby waters and wetlands is a primary goal of the County. Owner and Developer shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water. County shall be provided with contemporaneous copies of all submissions to federal and state permitting authorities regarding storm water permitting and storm water pollution prevention plans.

**N. Traffic Management /Mitigation.** After approximately 500,000 square feet of building space has been constructed and is in operation, Developer shall pay for a traffic warrant examining the need for additional traffic improvements as a result of this Project, such as additional traffic lighting or stacking lane improvements Highway 17. In the event additional improvements are needed to avoid an unacceptable degradation of intersection functioning, such traffic lighting and associated roadway improvements will be permitted and constructed at Developer's expense. If any such additional traffic improvements are warranted, Developer shall engage, or cause to be engaged, appropriate professionals to design, permit and construct such improvements, said construction to be completed within eighteen (18) months of approval and issuance of applicable permits by the SCDOT.

**11. DEVELOPMENT FEES.**

**A.** To assist the County in meeting expenses resulting from ongoing development, Owner or Developer shall pay development fees for, Fire/Public Safety and Roads ("Development Fees") as follows, as set forth below:

DEVELOPMENT FEES	AMOUNT
Non-Residential per 1,000 sf	<del>\$\$\$660</del> Roads and Traffic Mitigation Facilities
	<del>\$\$\$500</del> Fire/Public Safety
	<del>[AMOUNTS TO BE DETERMINED, IF APPLICABLE]</del>

B. All Development Fees shall be collected at the time of obtaining a building permit. Roads and Traffic Mitigation Facilities Development Fees shall be placed in a separate interest bearing account and all such monies shall be utilized, unless otherwise agreed by the County and Owner or Developer, to reimburse Owner or Developer, as applicable, for the construction of external roadways and near-site traffic mitigation measures, including landscaping and lighting (which shall be paid by County to Owner or Developer, as applicable, within thirty (30) days after substantial completion of each road/traffic mitigation segment out of the first funds in the Road and Traffic Fund, as collected and available). The Fire/Public Safety Fee is to be used for capital expenditures to provide Heavy Rescue capabilities made necessary by the industrial/commercial nature of the Project, as well as other usual capital expenditures associated with the demands for enhanced services.

C. Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). The Property shall be exempt from any requirement to pay County Impact Fees under any ordinance subsequently passed and enacted by the County, for the first three (3) years of the Term of this Agreement as it may be extended by mutual agreement between the Owner and County. In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Development Fees paid under Section 11.A and B shall be credited against the Impact Fees to the extent the Development fees are for items included in the capital program incorporated in the formulation of the Impact Fees. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspection (no other capital improvement related impact, development or other extractions).

D. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, Developer, their successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the County, provided however, if an entity other than the County is permitted by County to impose fees or obligations similar in nature to those contemplated by this Agreement, Owner or Developer, as applicable, shall be entitled to either an offset against the Development Fees of this Agreement the amount of such fees or obligations which are collected or a credit against the other fees allowed to be collected. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property and that County shall not permit any other governmental authority to impose fees or obligations of a similar nature to that which are contemplated by this Agreement without providing for a credit against the other fees for the fees due under this Agreement; provided, however, the provisions of this paragraph shall not preclude the County or another governmental authority from imposing a fee of a nature which is for services or improvements other than those contemplated under this Agreement - (i.e., roads,

fire/public safety), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.

E. The fees set forth above in Section 11.A and B are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee or development obligation shall be imposed in connection with the Property, except as may be allowed pursuant to Section 11.C and D and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Fire/Public Safety and Road/Traffic Mitigation Development Fees are subject to an annual inflation factor equal to inflation factor as provided by the State of South Carolina to each local government for the calculation of tax millage increases.

F. Any Development Fees paid and/or credits for Development Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by the Owner and/or Developer owning such credits and all such credits shall remain valid until utilized. The Owner and/or Developer shall provide written notice of intent to transfer such credits to the County and shall obtain an acknowledgement from the County prior to any such transfer. The County shall recognize all such written assignments of such rights and shall credit same against any Development Fees which are owned pursuant to this Agreement.

G. Developer agrees to pay the reasonable costs and expenses of the County's consultants and professionals incurred in negotiating, processing and evaluating this Agreement. County will provide sufficient documentation of these charges. Developer shall pay such fees within 60 days of the delivery of the County's invoice(s).

## **12. PERMITTING PROCEDURES:**

A. The County agrees that the Owner and/or any Developer is not required to phase development but shall have the right to do so.

B. The County agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with County Regulations as modified by the Zoning Regulations. Plans will be processed in accordance with the Zoning Regulations, the then current subdivision plat and development plan procedural requirements and fee schedules. Developer may submit these items for concurrent review with the County and other governmental authorities. County may give final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

C. Signage for the Project is governed by the Zoning Regulations.

D. The County acknowledges that the Owner and/or Developer has the initial right of architectural review regarding improvements and building upon the Property, subject to normal review by the County Planning Commission. It is the intent of this Agreement to avoid long unarticulated facades visible from the adjacent Highway 17 and residential areas.

E. The County agrees that the Property is approved and fully vested for intensity, density, development fees, uses and height, and shall not have any obligations for on or off site transportation or other facilities or improvements other than as provided in this Agreement, but must adhere to then current Master Plan, subdivision plat and development plan procedural guidelines. The County may not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner and Developer shall have the right to challenge.

F. Private or public roadways may utilize swale drainage systems and are not required to have raised curb and gutter systems, except where necessary to accommodate pedestrian or multi-use sidewalks or pathways. Public road improvements are subject to the drainage requirements of the public agency having jurisdiction and/or ownership. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet BMP standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of proposed construction of such roadway based upon engineering and planning standards consistent with the Master Plan prepared by Developer subject to the approval of the County Planning Administrator.

G. All plan review fees shall be consistent with the fees charged generally in the County and in effect at that time.

### **13. DEVELOPER ENTITLEMENTS**

County acknowledges that the Property is vested with the following items:

A. The County will, to the extent available, promote public transportation which exists within the County to service the Property.

B. All drainage systems constructed within the Project shall be owned and maintained by Owner, Developer or one (1) or more Association(s) which may be established for various portions of the Property, and the County shall have no responsibility for the construction, operation or maintenance of such systems. Such systems shall be constructed in compliance with any applicable federal, state, or local requirement utilizing then current Best Management Practices.

C. On-site burning may be permitted within the Property upon obtaining applicable permits

D. The County agrees to cooperate with the Owner and each Developer with county, state and federal roadway permitting in connection with the Development of portions of the Property.

E. County services, including, but not limited to, police, fire, sanitation, recreational parks and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other similar business properties within the County, subject to the limitations (if any) of Section 10 above. Subject to the limitations of Section 10 above (if any), should the Owner or a Developer require enhanced services beyond that which is routinely provided within the County, then the County agrees that upon the written request of Owner or a Developer, it shall negotiate in good faith with the Owner or a Developer to provide

such enhanced services to the Property. Any enhanced services shall be at the sole cost of the Owner and/or Developer.

**14. COMPLIANCE REVIEWS.**

As long as Owner or a Developer owns any of the Property, Owner or a Developer or its designee, shall meet with the County, or its designee, at least once, per year, during the Term to review Development completed by within the Property in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner or a Developer, or its designee, shall provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. Owner or a Developer or its designee, shall be required to compile this information within a reasonable time after written request by the County.

**15. DEFAULTS.**

The failure of the Owner, Developer or the County to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies that are deemed appropriate, including specific performance; provided however no termination of this Agreement may be declared by the County absent its according the Owner and any relevant Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement.

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 Owner or Developer, or their 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.

A default of the Owner shall not constitute a default by Developers, and default by Developers shall not constitute a default by the Owner. Notwithstanding the foregoing, the failure of the Owner or a Developer, as applicable, to reasonably pursue the required permitting/approvals for and completion of required traffic mitigation measures shall be grounds for the cessation of the issuance of development permits for future sites; provided, however, that should the County Administrator determine that there is a default by the Owner or a Developer, he shall immediately notify the Owner or Developer in writing by certified mail, return receipt requested, and allow the Owner or Developer fifteen (15) days to respond with an explanation of why Owner or Developer is not in default or a plan for remedying the default. In the event Owner or Developer presents a plan of remediation for approval by the County Administrator, whose approval shall not be unreasonably withheld, the parties shall agree to a commercially reasonable time to complete the remediation plan, and during such time no negative action shall be taken against the Owner or Developer. Failure to submit such a response or failure to subsequently pursue a plan of remediation may result in a moratorium on future development permits, a stop work order, and any other consequences reasonably determined by the County Administrator. The parties acknowledge that owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement, unless the Property remains under unified ownership or unless such owners of completed buildings have been assigned any rights under this Agreement. In such case, the owners of completed buildings shall also be obligated for obligations set forth in this Agreement.

#### **16. MODIFICATION OF AGREEMENT.**

This Agreement may be modified or amended only by the written agreement of the County and the Owner and Developer; such written agreement may be by resolution. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the County and the Owner of said portion of the Property. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Owner and Developers, then only the County and those affected persons or entities need to sign such written amendment. Because this Agreement constitutes the plan for certain planned development under the zoning ordinance, minor modifications to a site plan or to development provisions may be made without a public hearing or amendment to applicable ordinances. 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, and such approval or consent shall be in writing and signed by the affected parties. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The master plans are not intended to be rigid, exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set herein and the general concept of development suggested by the Development Agreement



and Master Plan is followed and respected; however, reductions in required buffers and setbacks in relation to external properties and roadways are a major modification. Such minor variations are eligible to be approved at staff level in accordance with the Zoning Regulations.

**17. NOTICES.**

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile, email or other means of electronic communication or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be given at:

To the County: County Administrator  
Jasper County  
PO Box 1149  
Ridgeland, SC 29936  
Email: [dtedderafulghum@jaspercountysc.gov](mailto:dtedderafulghum@jaspercountysc.gov)

With Copy to: County Attorney  
Jasper County  
PO Box 420  
Ridgeland, SC 29936  
Email: [afulghum\\_dtedder@jaspercountysc.gov](mailto:afulghum_dtedder@jaspercountysc.gov)

And to McGraw at: McGraw Properties, LLC  
373 Old Cordelia Highway  
Gainesville, GA 30507  
ATTN: Michael T. McGraw  
Email: [mikemcgraw629@gmail.com](mailto:mikemcgraw629@gmail.com)

And to Lee at: Terry R. Lee

P.O. Box 1788  
Hardeeville, SC 29927  
Email: tlee@terryleecontracting.com

And to Developer at:

HCP Partners, LLC  
65 Schinger Avenue, Suite 101  
Ridgeland, SC 29936  
Email: jim@scilogis.com; herb@scilogis.com

With Copy to:

Burr & Forman LLP  
4 Clarks Summit Drive, Suite 200  
Bluffton, SC 29910  
ATTN: Sarah F. Robertson  
Email: srobertson@burr.com

**18. ENFORCEMENT.**

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement.

**19. GENERAL.**

**A. Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developer(s) and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, Developers and the County each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

**B. Estoppel Certificate.** The County, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

1. that this Agreement is in full force and effect,
2. that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
3. whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and
4. whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

**C. Entire Agreement.** This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings among the County and the Owner relative to the Property and its Development, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

**D. No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between the County, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

**E. Exhibits.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

**F. Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto. 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 public facilities and compatibility between developed and undeveloped lands and their uses.

**G. Assignment.** Subject to the notification provisions hereof, Owner or Developer may assign its rights and responsibilities hereunder to a subsidiary or sister company, or subsequent land owners and Developers.

**H. Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

**I. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**J. Agreement to Cooperate.** 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; provided, however, each party shall retain the right to pursue its own independent legal defense.

**K. Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

**L. No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by the County, the Owner and Developers. No other persons shall have any rights hereunder.

**M. Contingencies.** This Agreement is contingent on Developer acquiring title to the Property and the approval of Developer and the County Council of the Jasper County, South Carolina. Notwithstanding the above, Developer agrees to remain responsible for the payment of the processing fees incurred by the County in reviewing and approving the Development Agreement as set forth in Section 11.G above.

**N. Recording.** Within fourteen (14) days after execution of this Agreement by all parties, the Developer 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.

O. **Agreement to Run with the Land.** This Agreement shall be recorded against the Property as described in Exhibit A. 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.

P. **Assignment of Development Rights.** Any and all conveyances of any portion of the Property to Developers shall by written agreement assign a precise amount of Development Rights along with the permitted land uses that may be constructed on the subject property being conveyed. Assignee shall notify the County within thirty (30) days of the conveyance of the property, provide the County with the applicable documents assigning the development rights to the assignee and record the same in the Office of the Jasper County Register of Deeds. In the event of conveyance of all or a portion of the Property and compliance with the conditions set forth herein, the assignor shall be released from all obligations as to the portion of Property and Development Rights so transferred, and the assignee shall be substituted as the Owner under the Agreement as to the portion of the Property so transferred.

## 20. **STATEMENT OF REQUIRED PROVISIONS**

A. **Specific Statements.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in **Exhibit A** attached hereto. The present legal Owner of the Property is McGraw Properties, LLC, a South Carolina limited liability company and Terry R. Lee, as described above. The equitable owner of the Property is Developer by virtue of its contracts to purchase the Property.
2. **Duration of Agreement.** The duration of this Agreement shall be as provided in Section 3.
3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development – related standards, are contained in Zoning Regulations, as supplemented by this Agreement.
4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.
5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All requirements relating to land transfers for public facilities are set forth in Section 10 above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for

the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.

6. **Local Development Permits.** The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.
7. **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the County.
8. **Terms for Public Health, Safety and Welfare.** The County Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.
9. **Historical Structures.** Any cultural, historical structure or sites will be addressed through the applicable federal and state permitting process at the time of development, as required by applicable State regulations. No such structures or sites are known to exist.

**[SEPARATE SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

**McGraw Properties, LLC**  
a South Carolina limited liability company

\_\_\_\_\_

Witness

By: \_\_\_\_\_  
Michael T. McGraw, Member

\_\_\_\_\_

Notary Public

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF JASPER )

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Michael T. McGraw, a Member of McGraw Properties, LLC, a South Carolina limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Terry R. Lee

\_\_\_\_\_  
Notary Public

STATE OF SOUTH CAROLINA

)

)

ACKNOWLEDGMENT

COUNTY OF JASPER

)

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Terry R. Lee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



~~IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.~~

WITNESSES: HCP Partners, LLC  
a South Carolina limited liability company

By: \_\_\_\_\_  
Witness James P. Strecansky, Member

\_\_\_\_\_  
Notary Public

STATE OF SOUTH CAROLINA \_\_\_\_\_ )  
\_\_\_\_\_ ) ACKNOWLEDGMENT  
COUNTY OF JASPER \_\_\_\_\_ )

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared James P. Strecansky, a Member of HCP Partners, LLC, a South Carolina limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

WITNESSES:

COUNTY OF JASPER, SOUTH CAROLINA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA.

)

ACKNOWLEDGMENT

COUNTY OF JASPER.

)

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate official of Jasper County, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A  
TO DEVELOPMENT AGREEMENT  
PROPERTY DESCRIPTION**

**McGraw Tract**

ALL that certain piece, parcel or lot of land situate, with improvements thereon, located in Jasper County, South Carolina, containing 34.170 Acres, more or less, as more particularly shown and described on a plat entitled "A Boundary Survey of #9606, Speedway Boulevard" dated January 18, ~~2022~~2021, prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, P.L.S. (S.C. #28139), and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book ~~\_\_\_\_\_~~38 at Page ~~\_\_\_\_\_~~391 on July 6, 2022. For a more detailed description as to metes and bounds, reference may be had to the above-mentioned Plat of record.

Jasper County TMP: 039-00-06-002

**Lee Tract**

ALL that certain piece, parcel or lot of land situate, with improvements thereon, located in Jasper County, South Carolina, containing 31.416 Acres, more or less, as more particularly shown and described on a plat entitled "A Boundary Survey of Tax Parcel No. R040-00-02-008 Near Hardeeville, Jasper County, South Carolina" dated March 22, 2022, prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, P.L.S. (S.C. #28139), and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book ~~\_\_\_\_\_~~38 at Page ~~\_\_\_\_\_~~390 on July 6, 2022. For a more detailed description as to metes and bounds, reference may be had to the above-mentioned Plat of record.

Jasper County TMP: 040-00-02-008

**EXHIBIT B  
TO DEVELOPMENT AGREEMENT  
DEVELOPMENT SCHEDULE**

Development of the Property is expected to occur over the 10-year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Developer as the development evolves over the term:

<b>Year(s) of Commencement / Completion</b>					
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Type of Development</b>	Potential start of development. Start clearing/mass grading. Begin design of offsite improvements.	Start underground utilities, hard scape, start building construction. Start construction on offsite improvements as required by SCDOT/County	Complete first 500,000 SF of building space, complete any hard scape associated with building space. Continue construction of offsite improvements as required by SCDOT/County.	Complete next 400,000 SF of building space and any associated hard scape. Complete offsite improvements.	Complete remainder of building SF and site work

As stated in the Development Agreement, Section 6, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

# AGENDA ITEM:

## XI-D

Ordinance item D

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE O-2022-21**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

AUTHORIZING AND APPROVING THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH HAMPTON COUNTY (THE "PARK"), SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY (THE "COUNTY") AND ESTABLISHED PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED (THE "ACT"); PROVIDING FOR A WRITTEN PARK AGREEMENT WITH HAMPTON COUNTY TO PROVIDE FOR THE EXPENSES AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXES FOR THE PARK; PROVIDING FOR THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES BY HCP PARTNERS, LLC, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE "COMPANY") IN THE COUNTY (THE "PROJECT") TO BE INCLUDED IN THE PARK; PROVIDING FOR THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and the Act to enter into a multi-county industrial/business park in order to afford certain enhanced income tax credits to investors;

WHEREAS, the Company proposes to establish the Project at one or more locations in the County (the "Project Site");

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Act, real and personal property having situs in a multi-county industrial park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equal to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such park and such exemption;

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Act, the County and Hampton County desire to jointly develop the

Jasper-Hampton Park (HCP Partners, LLC) by entering into an Agreement for Development of a Joint County Industrial and Business Park (the “Jasper-Hampton Park Agreement (HCP Partners, LLC)”), the form, terms, provisions and conditions of which are presented to this meeting and filed with the Clerk to Council;

WHEREAS, the County has determined it will be beneficial to the County to include all the real property to be established and/or expanded at the Project Site within the boundaries of the Park, and the County has determined to maintain the Project Site within the boundaries of the Park, or a replacement or successor multi-county industrial/business park, for a period of time; and

WHEREAS, it appears the Jasper-Hampton Park Agreement (HCP Partners, LLC) now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park as more fully provided for in the Jasper-Hampton Park Agreement (HCP Partners, LLC). With respect to properties located in the Jasper County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Jasper County. That portion of such fee allocated pursuant to the Jasper-Hampton Park Agreement (HCP Partners, LLC) to Hampton County shall be thereafter paid by the Treasurer of Jasper County to the Treasurer of Hampton County. With respect to properties located in the Hampton County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Hampton County. That portion of such fee allocated pursuant to the Jasper-Hampton Park Agreement (HCP Partners, LLC) to Jasper County shall thereafter be paid by the Treasurer of Hampton County to the Treasurer of Jasper County. The provisions of Section 12-2-90 of the Code, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 2. The County will use its best efforts to ensure that the Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Act and Article VIII, Section 13(D) of the State Constitution on terms which allow the Company to seek from the State any additional jobs creation tax credits for the Project afforded by the laws of the State for projects located within multi-county industrial parks and on terms, and for a duration, which facilitate, the County’s provision, and the Company’s receipt, of any additional job creation tax credits.

Section 3. Revenue Allocation within the County

With respect to the revenues received and retained by Jasper County pursuant to the Jasper-Hampton Park Agreement (HCP Partners, LLC), which relate to the County’s 2023 tax period and each tax period thereafter the revenues shall be distributed in accordance with the attached Exhibit A.

**Section 4.** The form, provisions, terms, and conditions of the Jasper-Hampton Park Agreement (HCP Partners, LLC) presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Jasper-Hampton Park Agreement (HCP Partners, LLC) were set out in this Ordinance in their entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute Jasper-Hampton Park Agreement (HCP Partners, LLC) in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Jasper-Hampton Park Agreement (HCP Partners, LLC) to the Company and Hampton County. The Jasper-Hampton Park Agreement (HCP Partners, LLC) is to be in substantially the form now before this meeting and is hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Jasper-Hampton Park Agreement (HCP Partners, LLC) now before this meeting.

**Section 5.** The Chairman of the Council, the County Administrator, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Jasper-Hampton Park Agreement (HCP Partners, LLC).

**Section 6.** The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision 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, phases, and provisions hereunder.

**Section 7.** All orders, 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 and approval.

[End of Ordinance]



Enacted and approved, in a meeting duly assembled, this 15th day of August, 2022.

JASPER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Barbara Clark, Chairperson, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Wanda Simmons, Clerk to County Council  
Jasper County, South Carolina

First Reading: June 27, 2022  
Second Reading: July 18, 2022  
Public Hearing: July 18, 2022  
Third Reading: August 15, 2022

### **Exhibit A Revenue Distribution**

For fee in lieu of tax revenues Jasper County ("County") receives as the host county in a joint county industrial and business park there shall first be deducted any special source revenue credits.

After making the deduction of special source revenue credits, the County shall distribute 1% to any companion County.

The amount of revenues the County receives after making the deduction of special source revenue credits and the distribution of 1% to any companion county ("Retained Revenues") shall be distributed as follows:

- FIRST: 10% of the Retained Revenues shall be distributed to the County's Commercial Development Fund;
- SECOND: For reimbursement of the County for any expenditures made to attract to and locate any particular property in the joint county industrial and business park;
- THIRD: To the Taxing Entities, where "Taxing Entities" are those entities within the County which, as of the date of the agreement establishing the joint county industrial and business park, have taxing jurisdiction over the property to be located in such joint county industrial and business park, and no others, in the same ratio as each Taxing Entity's millage bears to the aggregate millage of all Taxing Entities in any given year.

For Example:

Assuming a special source revenue credit of 15%, fee in lieu of tax revenues of \$1000 and expenditures by the County of \$100, the revenues shall be distributed as follows:

First, \$150 is deducted leaving \$850.

Next, 1% of the \$850 is distributed to the companion county. 1% of \$850 is \$8.50 leaving \$841.50 in Retained Revenues.

Next, 10% of the Retained Revenues is distributed to the County's Commercial Development Fund. 10% of \$841.50 is \$84.15 leaving \$757.35

Next, \$100 is distributed to the County to reimburse the County for expenditures leaving \$657.35.

Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.

STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

ORDINANCE ~~0-2022~~ 21

AN ORDINANCE  
OF JASPER COUNTY COUNCIL

AUTHORIZING AND APPROVING THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH HAMPTON COUNTY (THE "PARK"), SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY (THE "COUNTY") AND ESTABLISHED PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED (THE "ACT"); PROVIDING FOR A WRITTEN PARK AGREEMENT WITH HAMPTON COUNTY TO PROVIDE FOR THE EXPENSES AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXES FOR THE PARK; PROVIDING FOR THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES BY HCP PARTNERS, LLC, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE "COMPANY") IN THE COUNTY (THE "PROJECT") TO BE INCLUDED IN THE PARK; PROVIDING FOR THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and the Act to enter into a multi-county industrial/business park in order to afford certain enhanced income tax credits to investors;

WHEREAS, the Company proposes to establish the Project at one or more locations in the County (the "Project Site");

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Act, real and personal property having situs in a multi-county industrial park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equal to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such park and such exemption;

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Act, the County and Hampton County desire to jointly develop the

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Jasper-Hampton Park (HCP Partners, LLC) by entering into an Agreement for Development of a Joint County Industrial and Business Park (the "Jasper-Hampton Park Agreement (HCP Partners, LLC)"), the form, terms, provisions and conditions of which are presented to this meeting and filed with the Clerk to Council;

WHEREAS, the County has determined it will be beneficial to the County to include all the real property to be established and/or expanded at the Project Site within the boundaries of the Park, and the County has determined to maintain the Project Site within the boundaries of the Park, or a replacement or successor multi-county industrial/business park, for a period of time; and

WHEREAS, it appears the Jasper-Hampton Park Agreement (HCP Partners, LLC) now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park as more fully provided for in the Jasper-Hampton Park Agreement (HCP Partners, LLC). With respect to properties located in the Jasper County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Jasper County. That portion of such fee allocated pursuant to the Jasper-Hampton Park Agreement (HCP Partners, LLC) to Hampton County shall be thereafter paid by the Treasurer of Jasper County to the Treasurer of Hampton County. With respect to properties located in the Hampton County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Hampton County. That portion of such fee allocated pursuant to the Jasper-Hampton Park Agreement (HCP Partners, LLC) to Jasper County shall thereafter be paid by the Treasurer of Hampton County to the Treasurer of Jasper County. The provisions of Section 12-2-90 of the Code, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 2. The County will use its best efforts to ensure that the Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Act and Article VIII, Section 13(D) of the State Constitution on terms which allow the Company to seek from the State any additional jobs creation tax credits for the Project afforded by the laws of the State for projects located within multi-county industrial parks and on terms, and for a duration, which facilitate, the County's provision, and the Company's receipt, of any additional job creation tax credits.

Section 3. Revenue Allocation within the County

With respect to the revenues received and retained by Jasper County pursuant to the Jasper-Hampton Park Agreement (HCP Partners, LLC), which relate to the County's 2023 tax period and each tax period thereafter the revenues shall be distributed in accordance with the attached Exhibit A.

Section 4. The form, provisions, terms, and conditions of the Jasper-Hampton Park Agreement (HCP Partners, LLC) presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Jasper-Hampton Park Agreement (HCP Partners, LLC) were set out in this Ordinance in their entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute Jasper-Hampton Park Agreement (HCP Partners, LLC) in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Jasper-Hampton Park Agreement (HCP Partners, LLC) to the Company and Hampton County. The Jasper-Hampton Park Agreement (HCP Partners, LLC) is to be in substantially the form now before this meeting and is hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Jasper-Hampton Park Agreement (HCP Partners, LLC) now before this meeting.

Section 5. The Chairman of the Council, the County Administrator, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Jasper-Hampton Park Agreement (HCP Partners, LLC).

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision 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, phases, and provisions hereunder.

Section 7. All orders, 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 and approval.

[End of Ordinance]

Enacted and approved, in a meeting duly assembled, this ~~15th~~ day of ~~August~~, 2022.

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JASPER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Barbara Clark, Chairperson, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Wanda Simmons, Clerk to County Council  
Jasper County, South Carolina

First Reading: June 27, 2022  
Second Reading: ~~July 18~~, 2022  
Public Hearing: ~~July 18~~, 2022  
Third Reading: ~~August 1~~, 2022

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**Exhibit A Revenue Distribution**

For fee in lieu of tax revenues Jasper County ("County") receives as the host county in a joint county industrial and business park there shall first be deducted any special source revenue credits.

After making the deduction of special source revenue credits, the County shall distribute 1% to any companion County.

The amount of revenues the County receives after making the deduction of special source revenue credits and the distribution of 1% to any companion county ("Retained Revenues") shall be distributed as follows:

- FIRST: 10% of the Retained Revenues shall be distributed to the County's Commercial Development Fund;
- SECOND: For reimbursement of the County for any expenditures made to attract to and locate any particular property in the joint county industrial and business park;
- THIRD: To the Taxing Entities, where "Taxing Entities" are those entities within the County which, as of the date of the agreement establishing the joint county industrial and business park, have taxing jurisdiction over the property to be located in such joint county industrial and business park, and no others, in the same ratio as each Taxing Entity's millage bears to the aggregate millage of all Taxing Entities in any given year.

For Example:

Assuming a special source revenue credit of 15%, fee in lieu of tax revenues of \$1000 and expenditures by the County of \$100, the revenues shall be distributed as follows:

First, \$150 is deducted leaving \$850.

Next, 1% of the \$850 is distributed to the companion county. 1% of \$850 is \$8.50 leaving \$841.50 in Retained Revenues.

Next, 10% of the Retained Revenues is distributed to the County's Commercial Development Fund. 10% of \$841.50 is \$84.15 leaving \$757.35

Next, \$100 is distributed to the County to reimburse the County for expenditures leaving \$657.35.

Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.

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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER ) AGREEMENT FOR DEVELOPMENT OF A  
 ) JOINT COUNTY INDUSTRIAL AND  
COUNTY OF HAMPTON ) BUSINESS PARK (HCP PARTNERS, LLC)  
 ) (JASPER COUNTY/HAMPTON COUNTY  
 ) PARK)

**THIS AGREEMENT** for the development of a joint county industrial and business park to be located within Jasper County and Hampton County is made and entered into as of [September 19], 2022, by and between Jasper County, South Carolina (“Jasper County”) and Hampton County, South Carolina (“Hampton County”).

#### RECITALS

**WHEREAS**, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. O-2022-21 enacted by Jasper County Council on August 15, 2022, and Ordinance No. \_\_\_\_\_, enacted by Hampton County Council on [September 19], 2022, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be developed in Jasper County and Hampton County a joint county industrial and business park (the Jasper County/Hampton County Park (HCP Partners, LLC), referred to herein as the “Park”), to be located upon property more particularly described in Exhibit A (Jasper Property) and Exhibit B (Hampton Property) hereto; and

**WHEREAS**, as a consequence of the development of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

**NOW, THEREFORE**, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Hampton County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and



for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

**3. Location of the Park.**

(A) As of the original execution and delivery of this Agreement, the Park initially consists of property that is located in Jasper County and which is now or is anticipated to be owned and/or operated by HCP Partners, LLC, McGraw Properties, LLC, and/or Terry R. Lee (collectively, the "Company"), as more particularly described in Exhibit A (Jasper Property) hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by unilateral ordinance of the county council of the County in which the property to be added to the Park is located. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Jasper Property) or a revised Exhibit B (Hampton Property) which shall contain a legal description of the boundaries of the Park within Jasper County or Hampton County, as the case may be, as enlarged or diminished, together with a copy of the ordinance of the county council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by the respective county council of an ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by such county council. Notice of such public hearing shall be published in a newspaper of general circulation in the respective county at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

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

**5. Allocation of Expenses.** Jasper County and Hampton County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance and promotion of the Park, in the following proportions:

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

- |                   |      |
|-------------------|------|
| A. Jasper County  | 100% |
| B. Hampton County | 0%   |

If the property is located in the Hampton County portion of the Park:

- |                   |      |
|-------------------|------|
| A. Jasper County  | 0%   |
| B. Hampton County | 100% |

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

**6. Allocation of Revenues.**

Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed in accordance with the attached **Exhibit C**.

**7. Fees in Lieu of *Ad Valorem* Taxes Pursuant to Title 4 or Title 12 of the Code.**

It is hereby agreed that the entry by Jasper County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Jasper County portion of the Park and the terms of such agreements shall be at the sole discretion of Jasper County. It is further agreed that entry by Hampton County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Hampton County portion of the Park and the terms of such agreements shall be at the sole discretion of Hampton County.

**8. Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Jasper County and Hampton County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to **Section 6** and **Section 7** of this Agreement.

**9. Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Jasper County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Jasper County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Hampton County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Hampton County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply.

10. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Jasper County is vested with the Sheriff's Office of Jasper County, for matters within their jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Hampton County is vested with the Sheriff's Office of Hampton County, for matters within their jurisdiction. If any of the Park properties located in either Jasper County or Hampton County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

11. **Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

12. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

13. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

14. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

15. **Term; Termination.** This Agreement shall extend for a term of twenty (20) years from the effective date of this Agreement, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Jasper County or Hampton County has outstanding contractual covenants, commitments or agreements to any owner or lessee of Park property, including, but not limited to the Company, to provide, or to facilitate the provision of incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless Jasper County shall first (i) obtain the written the consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[End of Agreement – Execution Page to Follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

JASPER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Barbara Clark, Chairperson, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Wanda Simmons, Clerk to County Council  
Jasper County, South Carolina

*[signature page 1 to Agreement for Development of a Joint County Industrial and Business Park (HCP Partners, LLC) (Jasper County Hampton County Park)]*

HAMPTON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Charles H. Phillips, Chairman of County Council  
Hampton County, South Carolina

(SEAL)

Attest:

By: \_\_\_\_\_  
Aline Newton, Clerk to County Council  
Hampton County, South Carolina

*[signature page 2 to Agreement for Development of a Joint County Industrial and Business Park (Project HCP Partners, LLC) (Jasper County Hampton County Park)]*

**Exhibit A (Jasper Property)**

**Jasper County Property**

**McGraw Tract**

ALL that certain piece, parcel or lot of land situate, with improvements thereon, located in Jasper County, South Carolina, containing 34.170 Acres, more or less, as more particularly shown and described on a plat entitled "A Boundary Survey of #9606, Speedway Boulevard" dated January 18, 2021, prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, P.L.S. (S.C. #28139), and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book 38 at Page 391 on July 6, 2022. For a more detailed description as to metes and bounds, reference may be had to the above-mentioned Plat of record.

Jasper County TMP: 039-00-06-002

**Lee Tract**

ALL that certain piece, parcel or lot of land situate, with improvements thereon, located in Jasper County, South Carolina, containing 31.416 Acres, more or less, as more particularly shown and described on a plat entitled "A Boundary Survey of Tax Parcel No. R040-00-02-008 Near Hardeeville, Jasper County, South Carolina" dated March 22, 2022, prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, P.L.S. (S.C. #28139), and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book 38 at Page 390 on July 6, 2022. For a more detailed description as to metes and bounds, reference may be had to the above-mentioned Plat of record.

Jasper County TMP: 040-00-02-008

**Exhibit B (Hampton Property)**

**Hampton County Property**

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### Exhibit C Revenue Distribution

For fee in lieu of tax revenues Jasper County ("County") receives as the host county in a joint county industrial and business park there shall first be deducted any special source revenue credits.

After making the deduction of special source revenue credits, the County shall distribute 1% to any companion County.

The amount of revenues the County receives after making the deduction of special source revenue credits and the distribution of 1% to any companion county ("Retained Revenues") shall be distributed as follows:

**FIRST:** 10% of the Retained Revenues shall be distributed to the County's Commercial Development Fund;

**SECOND:** For reimbursement of the County for any expenditures made to attract to and locate any particular property in the joint county industrial and business park;

**THIRD:** To the Taxing Entities, where "Taxing Entities" are those entities within the County which, as of the date of the agreement establishing the joint county industrial and business park, have taxing jurisdiction over the property to be located in such joint county industrial and business park, and no others, in the same ratio as each Taxing Entity's millage bears to the aggregate millage of all Taxing Entities in any given year.

For Example:

Assuming a special source revenue credit of 15%, fee in lieu of tax revenues of \$1000 and expenditures by the County of \$100, the revenues shall be distributed as follows:

First, \$150 is deducted leaving \$850.

Next, 1% of the \$850 is distributed to the companion county. 1% of \$850 is \$8.50 leaving \$841.50 in Retained Revenues.

Next, 10% of the Retained Revenues is distributed to the County's Commercial Development Fund. 10% of \$841.50 is \$84.15 leaving \$757.35

Next, \$100 is distributed to the County to reimburse the County for expenditures leaving \$657.35.

Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.



STATE OF SOUTH CAROLINA )  
COUNTY OF JASPER ) **AGREEMENT FOR DEVELOPMENT OF A**  
COUNTY OF HAMPTON ) **JOINT COUNTY INDUSTRIAL AND**  
) **BUSINESS PARK (HCP PARTNERS, LLC)**  
) **(JASPER COUNTY/HAMPTON COUNTY**  
) **PARK)**

**THIS AGREEMENT** for the development of a joint county industrial and business park to be located within Jasper County and Hampton County is made and entered into as of ~~August 15~~ September 19, 2022, by and between Jasper County, South Carolina (“Jasper County”) and Hampton County, South Carolina (“Hampton County”).

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RECITALS

**WHEREAS**, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. O-2022-21 enacted by Jasper County Council on ~~August 15~~ September 19, 2022, and Ordinance No. \_\_\_\_\_, enacted by Hampton County Council on \_\_\_\_\_, September 19, 2022, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be developed in Jasper County and Hampton County a joint county industrial and business park (the Jasper County/Hampton County Park (HCP Partners, LLC), referred to herein as the “Park”), to be located upon property more particularly described in Exhibit A (Jasper Property) and Exhibit B (Hampton Property) hereto; and

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**WHEREAS**, as a consequence of the development of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

**NOW, THEREFORE**, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Hampton County, their successors and assigns.
2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and

for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

**3. Location of the Park.**

(A) As of the original execution and delivery of this Agreement, the Park initially consists of property that is located in Jasper County and which is now or is anticipated to be owned and/or operated by HCP Partners, LLC, McGraw Properties, LLC, and/or Terry R. Lee (collectively, the "Company"), as more particularly described in Exhibit A (Jasper Property) hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by unilateral ordinance of the county council of the County in which the property to be added to the Park is located. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Jasper Property) or a revised Exhibit B (Hampton Property) which shall contain a legal description of the boundaries of the Park within Jasper County or Hampton County, as the case may be, as enlarged or diminished, together with a copy of the ordinance of the county council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by the respective county council of an ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by such county council. Notice of such public hearing shall be published in a newspaper of general circulation in the respective county at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

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

**5. Allocation of Expenses.** Jasper County and Hampton County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the

administration, development, operation, maintenance and promotion of the Park, in the following proportions:

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

A. Jasper County	100%
B. Hampton County	0%

If the property is located in the Hampton County portion of the Park:

A. Jasper County	0%
B. Hampton County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

**6. Allocation of Revenues.**

Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed in accordance with the attached **Exhibit C**.

**7. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code.**

It is hereby agreed that the entry by Jasper County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes ("Negotiated Fee in Lieu of Tax Agreements"), with respect to property located within the Jasper County portion of the Park and the terms of such agreements shall be at the sole discretion of Jasper County. It is further agreed that entry by Hampton County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Hampton County portion of the Park and the terms of such agreements shall be at the sole discretion of Hampton County.

**8. Assessed Valuation.**

For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Jasper County and Hampton County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to **Section 6** and **Section 7** of this Agreement.

**9. Applicable Ordinances and Regulations.**

Any applicable ordinances and regulations of Jasper County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Jasper County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Hampton County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Hampton County portion of the

Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

10. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Jasper County is vested with the Sheriff's Office of Jasper County, for matters within their jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Hampton County is vested with the Sheriff's Office of Hampton County, for matters within their jurisdiction. If any of the Park properties located in either Jasper County or Hampton County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

11. **Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

12. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

13. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

14. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

15. **Term; Termination.** This Agreement shall extend for a term of twenty (20) years from the effective date of this Agreement, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Jasper County or Hampton County has outstanding contractual covenants, commitments or agreements to any owner or lessee of Park property, including, but not limited to the Company, to provide, or to facilitate the provision of incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless Jasper County shall first (i) obtain the written the consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[End of Agreement – Execution Page to Follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

JASPER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Barbara Clark, Chairperson, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Wanda Simmons, Clerk to County Council  
Jasper County, South Carolina

*[signature page 1 to Agreement for Development of a Joint County Industrial and Business Park (HCP Partners, LLC) (Jasper County/Hampton County Park)]*

HAMPTON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Charles H. Phillips, Chairman of County Council  
Hampton County, South Carolina

(SEAL)

Attest:

By: \_\_\_\_\_  
Aline Newton, Clerk to County Council  
Hampton County, South Carolina

*[signature page 2 to Agreement for Development of a Joint County Industrial and Business Park (Project HCP Partners, LLC) (Jasper County/Hampton County Park)]*

**Exhibit A (Jasper Property)**

**Jasper County Property**

**McGraw Tract**

ALL that certain piece, parcel or lot of land situate, with improvements thereon, located in Jasper County, South Carolina, containing 34.170 Acres, more or less, as more particularly shown and described on a plat entitled "A Boundary Survey of #9606, Speedway Boulevard" dated January 18, ~~2022~~2021, prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, P.L.S. (S.C. #28139), and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book ~~\_\_\_\_\_~~38 at Page ~~\_\_\_\_\_~~391 on ~~\_\_\_\_\_~~July 6, 2022. For a more detailed description as to metes and bounds, reference may be had to the above-mentioned Plat of record.

Jasper County TMP: 039-00-06-002

**Lee Tract**

~~ALL~~ that certain piece, parcel or ~~tract~~lot of land; situate, ~~lying and being with improvements thereon, located in the State of Jasper County, South Carolina, County of Jasper, containing 31.5 acres~~416 Acres, more or less, ~~and being bounded and described as follows: On the North for a distance of 1272.5 feet, more or less, by lands now or formerly of Williams and Huggins Union Bag Camp Paper Company; On the East for a distance of 1635.0 feet, more or less, by lands now or formerly of Wm. Into; On the South for a distance of 921.8 feet, more or less, by lands now or formerly of Wm. Into; and on the South and Southwest for a distance of 200 feet, more or less, and 500 feet, more or less, respectively by lands now or formerly of Woodall; and on the West for a distance of 514.4 feet, more or less, by the right of way of U.S. Hwy. 17. For a more particular description of metes, bounds and distances, reference is made to that certain Plat prepared by R. L. Sensenbaech, R.L.S., dated August 1959 particularly shown and described on a plat entitled "A Boundary Survey of Tax Parcel No. R040-00-02-008 Near Hardeeville, Jasper County, South Carolina" dated March 22, 2022, prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, P.L.S. (S.C. #28139), and recorded in the Office of the ROD for Jasper County in Plat Book 8 at Page 253. The metes, bounds and distances appearing on the aforementioned Plat are incorporated into this description by reference.~~

**LESS AND EXCEPTING:**

~~All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Jasper, containing 3.0 acres, more or less, and being shown and described on that certain Plat prepared by Thomas G. Stanley, Jr., PLS for Terry R. Lee and Allene J. Lee, dated December 1, 1997 and recorded in the Office of the ROD Register of Deeds for Jasper County, South Carolina, in Plat Book 2338 at Page 61. The 390 on July 6, 2022. For a more detailed description as to metes, and bounds and distances appearing on the aforementioned Plat are incorporated herein by, reference may be had to the above-mentioned Plat of record.~~

Jasper County TMP: 040-00-02-008



**Exhibit B (Hampton Property)**

**Hampton County Property**

The remainder of this page intentionally left blank

### **Exhibit C Revenue Distribution**

For fee in lieu of tax revenues Jasper County ("County") receives as the host county in a joint county industrial and business park there shall first be deducted any special source revenue credits.

After making the deduction of special source revenue credits, the County shall distribute 1% to any companion County.

The amount of revenues the County receives after making the deduction of special source revenue credits and the distribution of 1% to any companion county ("Retained Revenues") shall be distributed as follows:

- FIRST: 10% of the Retained Revenues shall be distributed to the County's Commercial Development Fund;
- SECOND: For reimbursement of the County for any expenditures made to attract to and locate any particular property in the joint county industrial and business park;
- THIRD: To the Taxing Entities, where "Taxing Entities" are those entities within the County which, as of the date of the agreement establishing the joint county industrial and business park, have taxing jurisdiction over the property to be located in such joint county industrial and business park, and no others, in the same ratio as each Taxing Entity's millage bears to the aggregate millage of all Taxing Entities in any given year.

For Example:

Assuming a special source revenue credit of 15%, fee in lieu of tax revenues of \$1000 and expenditures by the County of \$100, the revenues shall be distributed as follows:

First, \$150 is deducted leaving \$850.

Next, 1% of the \$850 is distributed to the companion county. 1% of \$850 is \$8.50 leaving \$841.50 in Retained Revenues.

Next, 10% of the Retained Revenues is distributed to the County's Commercial Development Fund. 10% of \$841.50 is \$84.15 leaving \$757.35

Next, \$100 is distributed to the County to reimburse the County for expenditures leaving \$657.35.

Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.

---

# AGENDA ITEM:

## XI-E

Ordinance item E

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #O-2022 -22**

**AN ORDINANCE OF  
JASPER COUNTY COUNCIL**

**To amend the Term of the Frampton Tract Development Agreement by granting a Second Five Year Renewal, modifying the Developer Fee Section, to make certain text amendments, and matters related thereto.**

**WHEREAS**, the Development Agreement for Frampton Tract (the “Development Agreement”) was approved by Jasper County Council, as the governing body of Jasper County, South Carolina, on July 16, 2007, and is recorded in the Office of the Register of Deeds for Jasper County in Book 572 at Page 188; and

**WHEREAS**, the Development Agreement incorporated by reference the Planned Development District Concept Plan for the Frampton Tract (the “Development District”), both being adopted by Jasper County to permit and encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare, while promoting the certainty of the regulations governing development and the provision of necessary infrastructure as provided for by the South Carolina Local Government Development Act, Section 6-31-10, et. seq., of the Code of Laws of South Carolina, 1976, as amended; and

**WHEREAS**, thereafter, as noted in Jasper County Ordinance 2012-04, the Owner requested a renewal of the Term in accordance with Section III of the Development Agreement, and a five-year renewal was granted and incorporated into the Renewal of Development Agreement (the “First Renewal”) dated April 16, 2012, such being recorded in the ROD Office in Records Book 828 at Page 777; and

**WHEREAS**, Thereafter, pursuant to legislative action in 2010 and 2013, the South Carolina Legislature tolled the running of the term of certain permits, including Development Agreements, until December 31, 2017; and

**WHEREAS**, it appears that the First Renewal would expire on December 31, 2022, five years from the end of the aforementioned tolling period; and

**WHEREAS**, the Development Agreement contemplated two five year renewals of the Development Agreement absent a material breach of its terms and conditions;

**WHEREAS**, Jasper County has received a request from Point South Ventures, LLC, as owner of the properties governed by the Development District to amend the Development District to grant a second five year renewal, to amend the Developer Fee provisions, to make certain text amendments, and matters related thereto; and

**WHEREAS**, after with public hearings properly noticed and held by the Jasper County Council; and

**WHEREAS**, after giving the matter consideration, Jasper County Council has determined to authorize that certain Second Renewal and Amendment to the Development Agreement for the Frampton Tract (the "Second Renewal and Amendment") so as to 1) provide the term of the Development Agreement shall be renewed commencing on January 1, 2023 and expiring on December 31, 2027; 2) to incorporate the new Development Schedule attached thereto as Exhibit D; 3) by deleting the Table included in XI (G)(i) in its entirety, and substituting instead the Table contained in the Second Renewal and Amendment; 4) deleting subsection (E)(vi) in its entirety and inserting instead "Intentionally Deleted" and adding a new subsection (E)(xi) as set forth in the Second Renewal and Amendment; and 5) to authorize appropriate text amendments in the Development Agreement to reflect and conform to the foregoing findings.

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

1. Copies of the Second Renewal and Amendment, the form of which has been presented to Jasper County Council during its consideration of this Ordinance, is duly approved and authorized under the terms of this Ordinance.
2. The Second Renewal and Amendment shall be executed and delivered on behalf of the County by the Chair of Jasper County Council (the "Chair"), with the County Administrator and County Attorney authorized to make such minor typographical or grammatical changes as they may determine may be desirable. Jasper County council finds the Second Renewal and Amendment to be in accordance with the statutory requirements of the state. The consummation of the transactions and

undertakings described in the Second Renewal and Amendment, and such additional transactions and undertakings as may be determined by the Chair, in consultation with legal counsel to be necessary or advisable in connection therewith, are hereby approved.

3. This ordinance shall take effect immediately upon enactment by Jasper County Council.

**DONE AND ENACTED IN COUNCIL ASSEMBLED**, this \_\_\_\_th day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
**Barbara B. Clark**  
Chairwoman

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons**  
Clerk to Council

**ORDINANCE: # O-2022-22**

**First Reading:** June 27, 2022

**Public Hearing:** July 18, 2022

**Second Reading:** July 18, 2022

**Second Public Hearing:** August 15, 2022

**Third Reading:** August 15, 2022

**Adopted:** August 15, 2022

\_\_\_\_\_  
Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**

This instrument prepared by:

David L. Tedder  
Jasper County Attorney  
358 Third Ave., Suite 202  
Ridgeland, SC 29936

**SECOND RENEWAL AND AMENDMENT  
TO THE DEVELOPMENT AGREEMENT FOR THE FRAMPTON TRACT**

This SECOND RENEWAL AND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE FRAMPTON TRACT, made and entered into as of \_\_\_\_\_, 2022 (“Amendment”) by Point South Ventures, LLC, landowner (“Owner” or “PSV”) and Jasper County Council, as the governing body of Jasper County, South Carolina (“County”).

**RECITALS**

A. The Jasper County and Live Oak Group, a South Carolina limited liability company (“Live Oak”) and predecessor in interest to PSV, entered into that certain DEVELOPMENT AGREEMENT FOR FRAMPTON TRACT dated July 16, 2007, a copy of which is recorded in the office of the Register of Deeds for Jasper County, South Carolina (“ROD Office”) in Volume 572 at Page 84 (the “Development Agreement”) for the purpose of outlining agreed upon development for a certain tract of property described in the Development Agreement and located in the Point South area in northern Jasper County, South Carolina, commonly known as the Frampton Tract.

B. In addition to the Development Agreement, Live Oak and County entered into that certain “FRAMPTON TRACT PLANNED DEVELOPMENT DISTRICT AND CONCEPTUAL MASTER PLAN DATED APRIL 17, 2006, a copy of which was recorded in the ROD Office for Jasper County as part of the Development Agreement in Volume 572 at Page 125 (the “PDD”).

C. Thereafter, as noted in Jasper County Ordinance 2012-04, PSV succeeded to the interest of Live Oak, and requested a renewal of the Term in accordance with Section III of the Development Agreement, and a five year renewal was granted and incorporated into the Renewal of Development Agreement (the “First Renewal”) dated April 16, 2012, such being recorded in the ROD Office in Records Book 828 at Page 777; and

D. Thereafter, pursuant to legislative action in 2012 and 2013, the South Carolina Legislature tolled the running of the term of certain permits, including Development Agreements, until December 31, 2017; and

E. It appears that the First Renewal would expire on December 31, 2022, five years from the end of the aforementioned tolling period; and

F. The Development Agreement contemplated two five-year renewals of the Development Agreement absent a material breach of its terms and conditions;

G. Development of the Point South area, after an extended period of latency caused by the same factors included in the 2012 First Renewal, has been renewed and it is desirable to provide a second five year renewal (“Second Renewal”) beginning on January 1, 2023, and ending on December 31, 2027 for additional time be provided for this tract to be developed under the unified development plan provided in the PDD; and

H. Council also finds it appropriate to amend the Developer Fees payable under Section XI (G) to provide for a removal of certain fees for the initial commercial construction up to 1,000,000 square feet, and a commensurate shifting of when the fees thereafter apply, as well as making other modifications to provide consistency with current development terminology and processes;

I. Pursuant to Section XV of the Development Agreement, modifications and amendments may be made upon written agreement of Owner and County.

NOW, THEREFORE, the parties, by and through their undersigned officers, do hereby declare that effective this \_\_\_ day of \_\_\_\_\_, 2022, the FRAMPTION TRACT DEVELOPMENT AGREEMENT shall hereby be amended by this Amendment, as follows:

#### AMENDMENT

1. SECTION II – DEFINITIONS shall be amended to add the following definition:  
  
“**Civic Site**” means the property within the Development to be utilized as a civic services site, including such uses for fire, police, EMS, community facilities, or other public safety and support facilities.
2. SECTION II – DEFINITIONS shall be amended to amend the following definition:  
  
“**Planned Unit Development**” or “**PDD Ordinance**” means Ordinance No. 06-07 dated August 18, 2007, as amended by Ordinance No. 2012-04 dated April 16, 2012.
3. SECTION III – TERM of the Development Agreement shall be amended such that the term of the Development Agreement shall be renewed commencing on January 1, 2023 and expiring on December 31, 2027
4. SECTION VI – DEVELOPMENT SCHEDULE, and Exhibit D conforming thereto shall be amended and restated to incorporate the new Development Schedule attached hereto as Exhibit D.
5. Section XI (G) - DEVELOPMENT FEES, shall be amended by deleting the Table included in XI (G)(i) in its entirety, and substituting instead the following Table:



DEVELOPMENT FEES	AMOUNT
Commercial and Retail Space	First 200,000 sq ft of development subject to 0% of Road <sup>1</sup> and Public Safety Development Fees in Exhibit E; 200,000 - 400,000 sq ft subject to 25% of Road <sup>1</sup> and 100% of Public Safety Development Fees in Exhibit E; 400,000 - 600,000 sq ft subject to 50% of Road <sup>1</sup> and 100% of Public Safety Development Fees in Exhibit E; 600,000-800,000 sq ft subject to 75% of Road <sup>1</sup> and 100% of Public Safety Development Fees in Exhibit E; 800,000-1,000,000 sq ft subject to 100% of Road <sup>1</sup> and 100% of Public Safety Development Fees in Exhibit E
Residential Dwelling Units	\$1,500 per unit - Road <sup>1</sup> \$320— per unit - Public Safety \$250 per unit - School \$100 per unit - Library \$318 per unit - Park
Multifamily Dwelling Units	\$1,050 per unit - Roads <sup>1</sup> \$224 per unit - Public Safety \$125 per unit - School \$70 per unit - Library \$318 per unit - Park

<sup>1</sup> Road Developer Fees may be adjusted by the County as a result of development and the adoption of recommendations of future Transportation Master Planning or other comprehensive Transportation Access Management Plan developed for either Jasper County as a whole or for the proposed future overlay district as described in Section XI and elsewhere in this document.

6. SECTION XI - CONVEYANCES AND CONTRIBUTIONS shall be amended by deleting subsection (E)(vi) in its entirety and inserting instead “Intentionally Deleted”, and adding a new subsection (E)(x) reading as follows:

It is acknowledged that this Agreement originally provided for five different categories of Development Fees, and that each would be kept in separate interest bearing accounts. It is further acknowledged the County is in the process of restructuring certain categories of its Development Fees - i.e., Public Safety and Library proposed to be combined into a “Civic Fee,” and EMS and Fire Services perhaps being individual fees under Public Safety. It is agreed that in its sole discretion, Development Fees

collected under the categories identified in this Agreement may be, at the sole discretion of the County, placed into such new categories as the County may put into place contemporaneously herewith or in the future.

7. Except for this Amendment, the Owner and County have not further supplemented, modified or amended the Development Agreement, and the Development Agreement, as amended by this Amendment, is in full force and effect as of the date hereof. In the event of any conflict between the provisions of the Development Agreement and those of this Amendment, the provisions of this Amendment shall govern.

WITNESS the following signature pursuant to due authority.

JASPER COUNTY, SOUTH CAROLINA

Witnesses:

\_\_\_\_\_

By: \_\_\_\_\_

Barbara B. Clark

Its: Chair, Jasper County Council

\_\_\_\_\_

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF JASPER, to wit:

I hereby certify that Barbara B. Clark, Chairwoman of Jasper County Council, whose name is signed to the foregoing instrument or writing, has acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public for South Carolina

Printed name:

My commission expires: \_\_\_\_\_.

[SEAL]

SIGNATURE AND ACKNOWLEDGMENT CONTINUE

WITNESS the following signature pursuant to due authority.

Witnesses: POINT SOUTH VENTURES, LLC  
By: Zinn Ventures, Its Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Tom Zinn, its: President

\_\_\_\_\_

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF JASPER, to wit:

I hereby certify that Tom Zinn, President of Zinn Ventures, LLC, Manager of Point South Ventures, LLC, whose name is signed to the foregoing instrument or writing, has acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public for South Carolina  
Printed name:  
My commission expires: \_\_\_\_\_.

[SEAL]

**EXHIBIT D**

**NEW DEVELOPMENT SCHEDULE (REPLACEMENT TO EXHIBIT D)**

Development of the Property is expected to occur over the five (5) year renewal term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner as development evolves over the Term.

<b>Year</b>	<b>Commercial/Industrial (sq. ft.)</b>	<b>Residential (dwelling units)</b>
<b>2022</b>	<b>50,000</b>	<b>0</b>
<b>2023</b>	<b>50,000</b>	<b>0</b>
<b>2024</b>	<b>100,000</b>	<b>25</b>
<b>2025</b>	<b>100,000</b>	<b>25</b>
<b>2026</b>	<b>200,000</b>	<b>50</b>

As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #~~O-2022~~ ~~-----~~22**

**AN ORDINANCE OF  
JASPER COUNTY COUNCIL**

**To amend the Term of the Frampton Tract Development Agreement by granting a Second Five Year Renewal, modifying the Developer Fee Section, to make certain text amendments, and matters related thereto.**

**WHEREAS**, the Development Agreement for Frampton Tract (the "Development Agreement") was approved by Jasper County Council, as the governing body of Jasper County, South Carolina, on July 16, 2007, and is recorded in the Office of the Register of Deeds for Jasper County in Book 572 at Page 188; and

**WHEREAS**, the Development Agreement incorporated by reference the Planned Development District Concept Plan for the Frampton Tract (the "Development District"), both being adopted by Jasper County to permit and encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare, while promoting the certainty of the regulations governing development and the provision of necessary infrastructure as provided for by the South Carolina Local Government Development Act, Section 6-31-10, et. seq., of the Code of Laws of South Carolina, 1976, as amended; and

**WHEREAS**, thereafter, as noted in Jasper County Ordinance 2012-04, the Owner requested a renewal of the Term in accordance with Section III of the Development Agreement, and a five-year renewal was granted and incorporated into the Renewal of Development Agreement (the "First Renewal") dated April 16, 2012, such being recorded in the ROD Office in Records Book 828 at Page 777; and

**WHEREAS**, Thereafter, pursuant to legislative action in 2010 and 2013, the South Carolina Legislature tolled the running of the term of certain permits, including Development Agreements, until December 31, 2017; and

**WHEREAS**, it appears that the First Renewal would expire on December 31, 2022, five years from the end of the aforementioned tolling period; and

**WHEREAS**, the Development Agreement contemplated two five year renewals of the Development Agreement absent a material breach of its terms and conditions;

**WHEREAS**, Jasper County has received a request from Point South Ventures, LLC, as owner of the properties governed by the Development District to amend the Development District to grant a second five year renewal, to amend the Developer Fee provisions, to make certain text amendments, ~~and~~ and matters related thereto; and

**WHEREAS**, after with public hearings properly noticed and held by the Jasper County Council; and

**WHEREAS**, after giving the matter consideration, Jasper County Council has determined to authorize that certain Second Renewal and Amendment to the Development Agreement for the Frampton Tract (the "Second Renewal and Amendment") so as to 1) provide the term of the Development Agreement shall be renewed commencing on January 1, 2023 and expiring on December 31, 2027; 2) to incorporate the new Development Schedule attached thereto as Exhibit D; 3) by deleting the Table included in XI (G)(i) in its entirety, and substituting instead the Table contained in the Second Renewal and Amendment; 4) deleting subsection (E)(vi) in its entirety and inserting instead "Intentionally Deleted" and adding a new subsection (E)(xi) as set forth in the Second Renewal and Amendment; and 5) to authorize appropriate text amendments in the Development Agreement to reflect and conform to the foregoing findings.

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

1. Copies of the Second Renewal and Amendment, the form of which has been presented to Jasper County Council during its consideration of this Ordinance, is duly approved and authorized under the terms of this Ordinance.
2. The Second Renewal and Amendment shall be executed and delivered on behalf of the County by the Chair of Jasper County Council (the "Chair") ~~Upon such execution,~~ with the County Administrator and County Attorney authorized to make such minor typographical or grammatical changes as they may determine may be desirable. Jasper County Council shall be timely informed of the execution of council finds the Second Renewal and Amendment ~~and informed as to any material deviation of terms to be in the current draft accordance with the statutory requirements of the state.~~ The consummation of the transactions and undertakings described in the Second Renewal and Amendment, and such additional transactions and undertakings as may be determined by the Chair, in

consultation with legal counsel to be necessary or advisable in connection therewith, are hereby approved.

3. This ordinance shall take effect immediately upon enactment by Jasper County Council.

**DONE AND ENACTED IN COUNCIL ASSEMBLED**, this \_\_\_\_\_ th day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
**Barbara B. Clark**  
Chairwoman

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons**  
Clerk to Council

**ORDINANCE: # Q-2022-22**

**First Reading:** June 27, 2022

**Public Hearing:** July 18, 2022

**Second Reading:** July 18, 2022

**Second Public Hearing:** August 15, 2022

**Second Reading:** \_\_\_\_\_

**Third Reading:** August 15, 2022

**Adopted:** August 15, 2022

\_\_\_\_\_  
Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**

This instrument prepared by:

David L. Tedder  
Jasper County Attorney  
358 Third Ave., ~~Suite~~Suite 202  
Ridgeland, SC 29936

**SECOND RENEWAL AND AMENDMENT  
TO THE DEVELOPMENT AGREEMENT FOR THE FRAMPTON TRACT**

This SECOND RENEWAL AND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE FRAMPTON TRACT, made and entered into as of \_\_\_\_\_, 2022 (“Amendment”) by Point South Ventures, LLC, landowner (“Owner” or “PSV”) and Jasper County Council, as the governing body of Jasper County, South Carolina (“County”).

**RECITALS**

A. The Jasper County and Live Oak Group, a South Carolina limited liability company (“Live Oak”) and predecessor in interest to PSV, entered into that certain DEVELOPMENT AGREEMENT FOR FRAMPTON TRACT dated July 16, 2007, a copy of which is recorded in the office of the Register of Deeds for Jasper County, South Carolina (“ROD Office”) in Volume 572 at Page 84 (the “Development Agreement”) for the purpose of outlining agreed upon development for a certain tract of property described in the Development Agreement and located in the Point South area in northern Jasper County, South Carolina, commonly known as the Frampton Tract.

B. In addition to the Development Agreement, Live Oak and ~~PSV~~County entered into that certain “FRAMPTON TRACT PLANNED DEVELOPMENT DISTRICT AND CONCEPTUAL MASTER PLAN DATED APRIL 17, 2006, a copy of which was recorded in the ROD Office for Jasper County as part of the Development Agreement in Volume 572 at Page 125 (the “PDD”).

C. Thereafter, as noted in Jasper County Ordinance 2012-04, PSV succeeded to the interest of Live Oak, and requested a renewal of the Term in accordance with Section III of the Development Agreement, and a five year renewal was granted and incorporated into the Renewal of Development Agreement (the “First Renewal”) dated April 16, 2012, such being recorded in the ROD Office in Records Book 828 at Page 777; and

D. Thereafter, pursuant to legislative action in 2012 and 2013, the South Carolina Legislature tolled the running of the term of certain permits, including Development Agreements, until December 31, 2017; and

E. It appears that the First Renewal would expire on December 31, 2022, five years from the end of the aforementioned tolling period; and



F. The Development Agreement contemplated two five-year renewals of the Development Agreement absent a material breach of its terms and conditions;

G. Development of the Point South area, after an extended period of latency caused by the same factors included in the 2012 First Renewal, has been renewed and it is desirable to provide a second five year renewal (“Second Renewal”) beginning on January 1, 2023, and ending on December 31, 2027 for additional time be provided for this tract to be developed under the unified development plan provided in the PDD; and

H. Council also finds it appropriate to amend the Developer Fees payable under Section XI (G) to provide for a removal of certain fees for the initial commercial construction up to ~~4000~~1,000,000 square feet, and a commensurate shifting of when the fees thereafter apply, as well as making other modifications to provide consistency with current development terminology and processes;

I. Pursuant to Section XV of the Development Agreement, modifications and amendments may be made upon written agreement of Owner and County.

NOW, THEREFORE, the parties, by and through their undersigned officers, do hereby declare that effective this \_\_\_ day of \_\_\_\_\_, 2022, the FRAMPTION TRACT DEVELOPMENT AGREEMENT shall hereby be amended by this Amendment, as follows:

#### AMENDMENT

1. SECTION II – DEFINITIONS shall be amended to add the following definition:

“**Civic Site**” means the property within the Development to be utilized as a civic services site, including such uses for fire, police, EMS, community facilities, or other public safety and support facilities.

2. SECTION II – DEFINITIONS shall be amended to amend the following definition:

“**Planned Unit Development**” or “**PDD Ordinance**” means Ordinance No. 06-07 dated August 18, 2007, as amended by Ordinance No. 2012-04 dated April 16, 2012, ~~and thereafter amended by Ordinance No. O-2022 \_\_\_\_\_, dated \_\_\_\_\_, 2022.~~

3. SECTION III – TERM of the Development Agreement shall be amended such that the term of the Development Agreement shall be renewed commencing on January 1, 2023 and expiring on December 31, 2027

4. SECTION VI – DEVELOPMENT SCHEDULE, and Exhibit D conforming thereto shall be amended and restated to incorporate the new Development Schedule attached hereto as Exhibit D.

5. Section XI (G) - DEVELOPMENT FEES, shall be amended by deleting the Table included in XI (G)(i) in its entirety, and substituting instead the following Table:

DEVELOPMENT FEES	AMOUNT
Commercial and Retail Space	First 200,000 sq ft of development subject to 0% of Road <sup>1</sup> and Public Safety Development Fees in Exhibit E; 200,000 - 400,000 sq ft subject to 25% of Road <sup>1</sup> and 100% of Public Safety Development Fees in Exhibit E; 400,000 - 600,000 sq ft subject to 50% of Road <sup>1</sup> and 100% of Public Safety Development Fees in Exhibit E; 600,000-800,000 sq ft subject to 75% of Road <sup>1</sup> and 100% of Public Safety Development Fees in Exhibit E; 800,000-1,000,000 sq ft subject to 100% of Road <sup>1</sup> and 100% of Public Safety Development Fees in Exhibit E
Residential Dwelling Units	\$1,500 per unit - Road <sup>1</sup> \$320— per unit - Public Safety \$250 per unit - School \$100 per unit - Library \$318 per unit - Park
Multifamily Dwelling Units	\$1,050 per unit - Roads <sup>1</sup> \$224 per unit - Public Safety \$125 per unit - School \$70 per unit - Library \$318 per unit - Park

<sup>1</sup> Road Developer Fees may be adjusted by the County as a result of development and the adoption of recommendations of future Transportation Master Planning or other comprehensive Transportation Access Management Plan developed for either Jasper County as a whole or for the proposed future overlay district as described in Section XI and elsewhere in this document.

6. SECTION XI - CONVEYANCES AND CONTRIBUTIONS shall be amended by deleting subsection (E)(vi) in its entirety and inserting instead “Intentionally Deleted”, and adding a new subsection (E)(x) reading as follows:

It is acknowledged that this Agreement originally provided for five different categories of Development Fees, and that each would be kept in separate interest bearing accounts. It is further acknowledged the County is in the process of restructuring certain categories of its Development Fees - i.e., Public Safety and Library proposed to be combined into a “Civic

Fee,” and EMS and Fire Services perhaps being individual fees under Public Safety. It is agreed that in its sole discretion, Development Fees collected under the categories identified in this Agreement may be, at the sole discretion of the County, placed into such new categories as the County may put into place contemporaneously herewith or in the future.

7. Except for this Amendment, the Owner and County have not further supplemented, modified or amended the Development Agreement, and the Development Agreement, as amended by this Amendment, is in full force and effect as of the date hereof. In the event of any conflict between the provisions of the Development Agreement and those of this Amendment, the provisions of this Amendment shall govern.

[Remainder of Page Intentionally Left Blank]

WITNESS the following signature pursuant to due authority.

JASPER COUNTY, SOUTH CAROLINA

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Barbara B. Clark  
Its: Chair, Jasper County Council

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

~~CITY~~COUNTY OF JASPER, to wit:

I hereby certify that Barbara B. Clark, Chairwoman of Jasper County Council, whose name is signed to the foregoing instrument or writing, has acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this      day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public for South Carolina  
Printed name:  
My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

[SEAL]

\_\_\_\_\_  
SIGNATURE AND ACKNOWLEDGMENT CONTINUE

WITNESS the following signature pursuant to due authority.

Witnesses: POINT SOUTH VENTURES, LLC  
By: Zinn Ventures, Its Manager

\_\_\_\_\_  
~~LLC~~its: President  
  
By: \_\_\_\_\_  
Tom Zinn, ~~Manager of Zinn Ventures,~~  
Its: President

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

~~CITY~~COUNTY OF JASPER, to wit:

I hereby certify that Tom Zinn, ~~Manager~~President of Zinn Ventures, LLC, Manager of Point South Ventures, LLC, whose name is signed to the foregoing instrument or writing, has acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Notary Public for South Carolina  
Printed name:  
My commission expires: \_\_\_\_\_.

[SEAL]

EXHIBIT D

NEW DEVELOPMENT SCHEDULE (REPLACEMENT TO EXHIBIT D)

~~{ATTACHMENT INCLUDED}~~

Development of the Property is expected to occur over the five (5) year renewal term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner as development evolves over the Term.

<u>Year</u>	<u>Commercial/Industrial (sq. ft.)</u>	<u>Residential (dwelling units)</u>
2022	50,000	0
2023	50,000	0
2024	100,000	25
2025	100,000	25
2026	200,000	50

As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

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# AGENDA ITEM:

## XI-F

Ordinance item F

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**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE #O- 2022-23**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

TO AMEND CHAPTER 26 OF THE COUNTY CODE OF ORDINANCES (TAXATION) TO PROVIDE FOR THE REDUCTION IN VALUE OF A BOAT AND ITS MOTOR BY FORTY-TWO AND 75/100 PERCENT OF ITS FAIR MARKET VALUE FOR THE PURPOSE OF PERSONAL PROPERTY TAXATION (PROVIDING THAT THIS ORDINANCE DOES NOT APPLY TO BOATS OR WATERCRAFT WHICH ARE USED AS A PRIMARY OR SECONDARY RESIDENCE RECEIVING A 4% OR 6% TAX RATE), AND MATTERS RELATED THERETO

**WHEREAS**, the South Carolina Code provides pursuant to Section 12-37-77(38)(b) that by ordinance, a governing body of a county may exempt from the property tax, forty-two and 75/100 percent of the fair market value of a watercraft and its motor. This exemption for a watercraft motor applies whether the motor is located in, attached to, or detached from the watercraft; and

**WHEREAS**, Jasper County is desirous to provide greater equity in its taxation of watercraft and motors thereto;

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

**NOW THEREFORE**, Jasper County hereby enacts an

**Section 1.** The Jasper County Code of Ordinances, Chapter 27, TAXATION, is amended by adding a new Section 26-8 under ARTICLE I, to be entitled "Reduction in value of a boat and its motor for the purpose of property taxation," as follows:

**Section 26-8. Reduction in value of a boat and its motor for the purpose of property taxation.**

Pursuant to S.C. Code Section 12-37-220(38)(b), forty-two and 75/100 percent of the fair market value of a watercraft and motor, not otherwise exempt from taxation, shall be exempt from taxation. This provision, relating to the watercraft's motor, applies whether the motor is located in, attached to, or detached from the watercraft. Provided, however: this ordinance does not apply to boats or watercraft which are used as a primary or secondary residence receiving a 4% or 6% tax rate.

**Section 2. Severability.**

If any section, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence or phrase shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

**Section 3.** This Ordinance shall take effect upon approval by Council.

SIGNATURES AND ATTESTATION BEGIN ON FOLLOWING PAGE

\_\_\_\_\_  
**Barbara B. Clark**  
**Chairwoman**

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons**  
**Clerk to Council**

**ORDINANCE: O-2022-23**

**First Reading:** 06.27.2022

**Second Reading:** 07.18.2022

**Public Hearing:** \_\_\_\_\_

**Adopted:** \_\_\_\_\_

Reviewed for form by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**

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# AGENDA ITEM:

## XI-G

Ordinance item G

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE NUMBER O-2022-25**

**AN ORDINANCE OF JASPER COUNTY COUNCIL**

TO AMEND JASPER COUNTY ORDINANCE 2021-17 FOR FISCAL YEAR 2022 JASPER COUNTY BUDGET TO PROVIDE FOR AMENDMENTS TO THE BUDGET AND TO CARRYOVER APPROVED LAPSING FUNDS TO FISCAL YEAR 2023, AND TO AMEND JASPER COUNTY ORDINANCE O-2022-17 FOR FISCAL YEAR 2023 JASPER COUNTY BUDGET TO PROVIDE FOR AMENDMENTS TO THE BUDGET RESULTING FROM THE CARRYOVER OF APPROVED LAPSING FUNDS FROM FISCAL YEAR 2022.

**WHEREAS**, Jasper County Council approved Ordinance 2021-17 Fiscal Year 2021-2022 Operating and Capital Budget on June 21, 2021, and

**WHEREAS**, Jasper County Council approved Ordinance O-2022-17 Fiscal Year 2022 – 2023 Operating and Capital Budget on June 27 2022, and

**WHEREAS**, Ordinance O-2022-17 provides for Lapsing of Funds and Continuing of Appropriations for Subsequent Year, and

**WHEREAS**, Ordinance O-2022-17 provides that specific items budgeted in the 2021/2022 fiscal year for which unforeseen circumstances prevented the funds from being spent during the current year may be a carry over appropriation into the next succeeding fiscal year with the approval of the County Administrator and County Council, and

**WHEREAS**, Council may approve transfers of funds throughout the fiscal year, and

**WHEREAS**, those transfers must be recognized and ratified as authorized by Section 7 of Ordinance 2021-7.

**NOW THEREFORE, BE IT ORDAINED** that the following budget amendments and carry over appropriations be made to the FY 2021-2022 and FY 2022-2023 Jasper County Operating and Capital Budget:

This Ordinance shall take effect upon approval by Council.

\_\_\_\_\_  
**Ms. Barbara B. Clark**  
**Chairwoman**

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons**  
**Clerk to Council**

**First Reading:** 7/18/2022  
**Second Reading:** 8/15/2022  
**Public Hearings:** 8/15/2022  
**Adopted:**

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**

# Budget Performance Report

Date Range 07/01/21 - 06/30/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted		Amended		Current Month		YTD		YTD		Budget - YTD		Category
		Budget	Amendments	Budget	Amendments	Transactions	Encumbrances	Transactions	Encumbrances	Transactions	Encumbrances	Transactions	Encumbrances	
2400	MAINTENANCE CONTRACTS	.00	1,698.02	1,698.02	990.84	990.84	.00	1,698.02	.00	1,698.02	.00	(1,698.02)	+++	Budget Adjustment
2400	MAINTENANCE CONTRACTS	82,500.00	24,555.82	107,055.82	11,843.40	11,843.40	(4,926.74)	107,055.82	.00	107,055.82	.00	(19,629.08)	124	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	110,000.00	(47,899.43)	62,300.57	(875.00)	(875.00)	.00	62,300.57	.00	62,300.57	.00	47,699.43	57	
2400	MAINTENANCE CONTRACTS	258,500.00	13,818.94	272,318.94	22,478.21	22,478.21	25,675.59	363,737.35	25,675.59	363,737.35	(91,418.41)	(130,912.94)	151	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	4,000.00	.00	4,000.00	703.55	703.55	.00	2,445.38	.00	2,445.38	1,554.62	1,554.62	61	
2400	MAINTENANCE CONTRACTS	16,000.00	(4,028.52)	11,971.48	838.49	838.49	.00	9,572.50	.00	9,572.50	2,398.98	6,427.50	60	
2400	MAINTENANCE CONTRACTS	3,000.00	(788.26)	2,211.74	2,791.81	2,791.81	.00	3,788.26	.00	3,788.26	(1,576.52)	(788.26)	126	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	50,000.00	(36,102.82)	13,897.18	.00	.00	.00	13,897.18	.00	13,897.18	.00	36,102.82	28	
2400	MAINTENANCE CONTRACTS	.00	3,936.84	3,936.84	204.00	204.00	.00	3,936.84	.00	3,936.84	.00	(3,936.84)	+++	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	45,000.00	5,495.08	50,495.08	3,896.58	3,896.58	6,149.55	50,495.08	6,149.55	50,495.08	.00	(11,644.63)	126	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	86,900.00	(7,022.66)	79,877.34	33,683.28	33,683.28	.00	79,877.34	.00	79,877.34	.00	7,022.66	92	
2400	MAINTENANCE CONTRACTS	137,500.00	4,316.65	141,816.65	8,031.93	8,031.93	.00	141,816.65	.00	141,816.65	.00	(4,316.65)	103	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	11,900.00	.00	11,900.00	460.93	460.93	.00	10,962.78	.00	10,962.78	937.22	937.22	92	
2400	MAINTENANCE CONTRACTS	4,000.00	.00	4,000.00	341.95	341.95	.00	3,476.36	.00	3,476.36	523.64	523.64	87	
2400	MAINTENANCE CONTRACTS	20,000.00	.00	20,000.00	157.82	157.82	.00	14,044.10	.00	14,044.10	5,955.90	5,955.90	70	
2400	MAINTENANCE CONTRACTS	2,200.00	777.75	2,977.75	199.09	199.09	.00	2,877.75	.00	2,877.75	.00	(777.75)	135	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	1,500.00	4,125.58	5,625.58	122.39	122.39	.00	5,625.58	.00	5,625.58	.00	(4,125.58)	375	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	5,000.00	.00	5,000.00	93.55	93.55	.00	3,103.51	.00	3,103.51	1,896.49	1,896.49	62	
2400	MAINTENANCE CONTRACTS	4,500.00	.00	4,500.00	366.41	366.41	.00	4,463.95	.00	4,463.95	36.05	36.05	99	
2400	MAINTENANCE CONTRACTS	1,500.00	.00	1,500.00	110.16	110.16	.00	1,054.40	.00	1,054.40	445.60	445.60	70	
2400	MAINTENANCE CONTRACTS	20,000.00	.00	20,000.00	8,209.92	8,209.92	.00	20,904.91	.00	20,904.91	(904.91)	(904.91)	105	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	50,000.00	10,776.66	60,776.66	31,162.11	31,162.11	.00	60,776.66	.00	60,776.66	.00	(10,776.66)	122	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	600.00	29,063.60	29,663.60	.00	.00	.00	29,663.60	.00	29,663.60	.00	(29,063.60)	494	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	2,000.00	.00	2,000.00	56.86	56.86	.00	322.54	.00	322.54	1,677.46	1,677.46	16	
2400	MAINTENANCE CONTRACTS	3,000.00	1,403.49	4,403.49	459.51	459.51	.00	4,403.49	.00	4,403.49	.00	(1,403.49)	147	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	6,000.00	6,848.71	12,848.71	983.69	983.69	.00	12,848.71	.00	12,848.71	.00	(6,848.71)	214	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	6,000.00	.00	6,000.00	3,031.41	3,031.41	.00	9,202.36	.00	9,202.36	(3,202.36)	(3,202.36)	153	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	9,000.00	.00	9,000.00	8,100.00	8,100.00	.00	22,129.00	.00	22,129.00	(13,129.00)	(13,129.00)	246	
2400	MAINTENANCE CONTRACTS	44,000.00	(13,701.05)	30,298.95	124.90	124.90	.00	22,887.39	.00	22,887.39	7,711.56	21,412.61	51	
2400	MAINTENANCE CONTRACTS	500.00	.00	500.00	(6.01)	(6.01)	.00	(45.64)	.00	(45.64)	545.64	545.64	-9	
2400	MAINTENANCE CONTRACTS	1,400.00	.00	1,400.00	34.04	34.04	.00	514.14	.00	514.14	885.86	885.86	37	
2400	MAINTENANCE CONTRACTS	2,000.00	2,136.81	4,136.81	1,508.60	1,508.60	.00	4,136.81	.00	4,136.81	.00	(2,136.81)	207	Possible budget adjustment
2400	MAINTENANCE CONTRACTS	8,500.00	.00	8,500.00	372.93	372.93	.00	4,239.30	.00	4,239.30	4,260.70	4,260.70	50	
2400	MAINTENANCE CONTRACTS	8,500.00	.00	8,500.00	1,236.81	1,236.81	.00	3,640.89	.00	3,640.89	4,859.11	4,859.11	43	
2400	MAINTENANCE CONTRACTS	25,000.00	3,118.20	28,118.20	1,480.38	1,480.38	.00	28,118.20	.00	28,118.20	.00	(3,118.20)	112	Possible budget adjustment



# Budget by Organization Report

Through 06/30/22  
Prior Fiscal Year Activity Included  
Summary Listing

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
<b>FUND 010 - GENERAL FUND</b>									
<b>REVENUE</b>									
Department 010 - TITLE IV-SHERIFF	.00	.00	.00	660.00	.00	9,345.71	9,345.71	+++	3,432.00
Department 011 - TITLE IV- CLERK	.00	.00	.00	20,200.26	.00	107,984.81	107,984.81	+++	142,216.91
Department 048 - EMERGENCY TELECOMMUNICATIONS	654,000.00	(350,812.10)	303,187.90	.00	.00	38,169.24	(265,018.66)	13%	293,268.32
Department 053 - TAX COLLECTOR	100,000.00	.00	100,000.00	.00	.00	.00	(100,000.00)	0%	125,805.00
Department 054 - CHERRY POINT FIRE DEPT.	2,368,000.00	(1,808,000.00)	560,000.00	.00	.00	.00	(560,000.00)	0%	585,454.68
Department 055 - BUSINESS LICENSES	382,000.00	.00	382,000.00	.00	.00	718,548.97	336,548.97	188%	433,305.61
Department 056 - EMERGENCY SERVICES	800,000.00	.00	800,000.00	89,109.72	.00	1,058,048.50	258,048.50	132%	1,027,911.67
Department 057 - SHERIFF	308,400.00	.00	308,400.00	40,541.42	.00	108,747.62	(199,652.38)	35%	10,146.53
Department 058 - DETENTION CENTER	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 060 - PLANNING	55,000.00	.00	55,000.00	6,338.00	.00	72,743.90	17,743.90	132%	59,999.87
Department 062 - INTERDEPARTMENTAL	.00	1,685,088.57	1,685,088.57	.00	.00	.00	(1,685,088.57)	0%	.00
Department 063 - CLERK OF COURT	145,000.00	.00	145,000.00	(14,455.07)	.00	70,020.44	(74,979.56)	48%	79,003.64
Department 064 - MAGISTRATE-ADMINISTRATION	200,000.00	.00	200,000.00	36,135.63	.00	331,439.46	131,439.46	166%	209,507.46
Department 065 - PROBATE JUDGE	15,000.00	.00	15,000.00	15,768.56	.00	31,875.24	16,875.24	213%	19,988.77
Department 066 - AUDITOR	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 067 - TREASURER	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 068 - VETERANS AFFAIRS	4,500.00	.00	4,500.00	.00	.00	3,688.83	(811.17)	82%	6,028.09
Department 069 - ASSESSOR	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 070 - LIBRARY	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 072 - ELECTION COMMISSION	40,000.00	.00	40,000.00	.00	.00	16,846.09	(23,153.91)	42%	78,482.80
Department 073 - DEPARTMENT OF SOCIAL SERVICES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 074 - DEVELOPMENT SERVICES	748,223.00	.00	748,223.00	.00	.00	29,201.00	(719,022.00)	4%	90,388.50
Department 075 - CORONER	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 076 - MAGISTRATE-JOHNSON	5,000.00	.00	5,000.00	1,160.00	.00	7,819.68	2,819.68	156%	6,106.48
Department 077 - SGT. JASPER PARK	9,800.00	.00	9,800.00	.00	.00	.00	(9,800.00)	0%	5,797.00
Department 078 - PARKS & RECREATION	7,000.00	.00	7,000.00	.00	.00	27,000.00	20,000.00	386%	7,656.02
Department 080 - ENGINEERING SERVICES-ADMIN.	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 081 - ROADS & BRIDGES	582,300.00	.00	582,300.00	57,660.00	.00	685,645.00	103,345.00	118%	633,340.00
Department 083 - BUILDING MAINTENANCE	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 084 - SOLID WASTE	45,000.00	.00	45,000.00	1,094.60	.00	186,388.91	141,388.91	414%	204,368.29
Department 085 - REGISTER OF DEEDS	510,000.00	.00	510,000.00	59,752.40	.00	966,220.35	456,220.35	189%	740,299.00



# Budget by Organization Report

Through 06/30/22

Prior Fiscal Year Activity Included  
Summary Listing

Department	086 - BUILDING DEPARTMENT	250,000.00	.00	250,000.00	43,601.00	.00	339,033.05	89,033.05	136%	535,485.65
Department	090 - AGENCY APPROPRIATIONS	16,000.00	.00	16,000.00	.00	.00	19,086.26	3,086.26	119%	18,654.35
Department	093 - VICTIM'S WITNESS	28,000.00	.00	28,000.00	.00	.00	.00	(28,000.00)	0%	31,360.45
Department	094 - MAGISTRATE-DORE	34,000.00	.00	34,000.00	3,541.00	.00	53,660.12	19,660.12	158%	41,652.40
Department	096 - MAGISTRATE-LEE	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department	098 - MAGISTRATE-EDWARDS	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department	099 - MAGISTRATE-BADGETT	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department	103 - RIDGELAND-CLAUDE DEAN AIRPORT	281,000.00	.00	281,000.00	(100.00)	.00	135,031.83	(145,968.17)	48%	360.00
Department	170 - GENERAL REVENUES	30,740,765.00	(1,743,381.00)	28,997,384.00	982,203.35	.00	32,723,731.45	3,726,347.45	113%	28,272,066.75
	<b>REVENUE TOTALS</b>	<b>\$38,328,988.00</b>	<b>(\$2,217,104.53)</b>	<b>\$36,111,883.47</b>	<b>\$1,343,210.87</b>	<b>\$0.00</b>	<b>\$37,740,276.46</b>	<b>\$1,628,392.99</b>	<b>105%</b>	<b>\$33,662,086.24</b>
<b>EXPENSE</b>										
Department	010 - TITLE IV-SHERIFF	.00	.00	.00	.00	.00	983.62	(983.62)	+++	.00
Department	011 - TITLE IV- CLERK	.00	.00	.00	13,690.61	.00	13,690.61	(13,690.61)	+++	86,204.26
Department	012 - ACCOMMODATIONS TAXES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department	015 - SHERIFF'S DRUG FUND	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department	017 - NICKEL PLATE ROAD	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department	018 - COMMERCIAL DEVELOPMENT	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department	020 - RDA	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department	045 - LEVY FIRE DEPARTMENT	228,000.00	.00	228,000.00	28,613.05	.00	305,208.70	(77,208.70)	134%	260,253.20
Department	046 - FIRE & RESCUE	6,543,049.00	(751,282.66)	5,791,766.34	586,429.64	.00	5,683,346.84	108,419.50	98%	5,763,241.89
Department	047 - COMMUNITY RISK REDUCTION DEPT.	.00	.00	.00	.00	.00	.00	.00	+++	42.85
Department	048 - EMERGENCY TELECOMMUNICATIONS	1,910,560.00	(350,812.10)	1,559,747.90	241,222.64	53,557.02	1,370,482.00	189,265.90	88%	1,157,016.98
Department	049 - INFORMATION TECHNOLOGY	1,162,925.00	.00	1,162,925.00	148,580.36	.00	1,359,801.97	(196,876.97)	117%	1,083,029.85
Department	050 - COUNTY COUNCIL	270,750.00	.00	270,750.00	22,285.74	.00	259,741.41	11,008.59	96%	260,880.50
Department	051 - ADMINISTRATION	449,970.00	.00	449,970.00	45,312.75	.00	418,444.88	31,525.12	93%	404,307.16
Department	052 - DATA PROCESSING	536,800.00	.00	536,800.00	14,233.30	.00	378,792.37	158,007.63	71%	706,669.25
Department	053 - TAX COLLECTOR	261,895.00	.00	261,895.00	15,148.63	.00	191,774.54	70,120.46	73%	189,732.45
Department	054 - CHERRY POINT FIRE DEPT.	2,794,990.00	(1,828,000.00)	966,990.00	74,983.51	3,486.00	1,118,095.39	(151,105.39)	116%	630,465.66
Department	055 - BUSINESS LICENSES	96,275.00	.00	96,275.00	5,815.88	.00	80,562.18	15,712.82	84%	74,712.48
Department	056 - EMERGENCY SERVICES	1,290,981.00	.00	1,290,981.00	274,579.82	11,165.80	1,210,665.88	80,315.12	94%	1,192,556.84
Department	057 - SHERIFF	5,727,800.00	(273,700.00)	5,454,100.00	630,322.15	.00	5,724,891.28	(270,791.28)	105%	4,225,722.84
Department	058 - DETENTION CENTER	3,341,160.00	.00	3,341,160.00	283,850.93	12,114.27	3,076,944.95	264,215.05	92%	2,891,247.54
Department	059 - FARMERS MARKET	4,500.00	.00	4,500.00	982.64	.00	4,271.16	228.84	95%	4,541.79
Department	060 - PLANNING	255,570.00	(37,615.34)	217,954.66	13,736.14	(280.29)	203,273.27	14,681.39	93%	211,365.04
Department	061 - FINANCE	257,810.00	.00	257,810.00	20,516.82	.00	212,613.21	45,196.79	82%	213,460.25



# Budget by Organization Report

Through 06/30/22

Prior Fiscal Year Activity Included

Summary Listing

Department 062 - INTERDEPARTMENTAL	1,719,296.00	1,536,680.57	3,255,976.57	34,770.53	.00	2,670,037.57	585,939.00	82%	923,386.46
Department 063 - CLERK OF COURT	582,552.00	.00	582,552.00	42,948.91	3,997.89	531,897.64	50,654.36	91%	486,025.38
Department 064 - MAGISTRATE-ADMINISTRATION	171,320.00	.00	171,320.00	15,035.74	.00	171,997.04	(677.04)	100%	158,117.22
Department 065 - PROBATE JUDGE	213,280.00	.00	213,280.00	15,809.74	.00	209,693.48	3,586.52	98%	202,565.42
Department 066 - AUDITOR	210,250.00	.00	210,250.00	14,645.86	.00	193,079.11	17,170.89	92%	181,608.64
Department 067 - TREASURER	217,350.00	.00	217,350.00	16,348.50	.00	219,281.50	(1,931.50)	101%	198,780.19
Department 068 - VETERANS AFFAIRS	126,720.00	.00	126,720.00	8,587.61	.00	107,478.45	19,241.55	85%	96,105.78
Department 069 - ASSESSOR	678,100.00	.00	678,100.00	91,866.16	.00	732,676.98	(54,576.98)	108%	587,159.41
Department 070 - LIBRARY	53,600.00	.00	53,600.00	2,290.07	.00	53,419.10	180.90	100%	50,962.14
Department 071 - HEALTH DEPT.	24,800.00	.00	24,800.00	4,055.13	.00	24,430.43	369.57	99%	24,190.11
Department 072 - ELECTION COMMISSION	347,430.00	.00	347,430.00	98,382.74	789.72	326,077.91	21,352.09	94%	264,762.24
Department 073 - DEPARTMENT OF SOCIAL SERVICES	32,700.00	.00	32,700.00	3,359.02	.00	34,484.14	(1,784.14)	105%	38,851.07
Department 074 - DEVELOPMENT SERVICES	528,333.00	.00	528,333.00	58,144.62	.00	242,749.11	285,583.89	46%	178,980.78
Department 075 - CORONER	276,100.00	.00	276,100.00	55,584.62	.00	382,725.03	(106,625.03)	139%	268,196.83
Department 076 - MAGISTRATE-JOHNSON	163,150.00	.00	163,150.00	10,580.34	.00	134,974.11	28,175.89	83%	134,419.97
Department 077 - SGT. JASPER PARK	272,475.00	.00	272,475.00	22,598.57	.00	324,225.58	(51,750.58)	119%	223,413.13
Department 078 - PARKS & RECREATION	620,120.00	.00	620,120.00	45,755.72	1,655.00	544,398.17	75,721.83	88%	399,768.31
Department 079 - MISC. COUNTY ACCTS.	77,500.00	.00	77,500.00	19,724.22	.00	211,238.79	(133,738.79)	273%	92,099.92
Department 080 - ENGINEERING SERVICES-ADMIN.	283,040.00	.00	283,040.00	23,312.44	.00	292,204.50	(9,164.50)	103%	286,257.01
Department 081 - ROADS & BRIDGES	646,740.00	(16,000.00)	630,740.00	45,447.69	.00	613,252.86	17,487.14	97%	625,464.59
Department 082 - CENTRAL GARAGE	129,452.00	(4,500.00)	124,952.00	18,421.41	1,071.20	117,441.52	7,510.48	94%	104,664.71
Department 083 - BUILDING MAINTENANCE	365,445.00	.00	365,445.00	49,385.03	.00	417,168.27	(51,723.27)	114%	394,157.47
Department 084 - SOLID WASTE	1,145,150.00	20,500.00	1,165,650.00	109,646.18	.00	1,046,532.18	119,117.82	90%	869,977.26
Department 085 - REGISTER OF DEEDS	201,730.00	.00	201,730.00	10,841.62	.00	177,270.78	24,459.22	88%	163,001.52
Department 086 - BUILDING DEPARTMENT	229,450.00	.00	229,450.00	22,192.24	.00	210,883.38	18,566.62	92%	206,366.06
Department 087 - MOSQUITO CONTROL	21,200.00	.00	21,200.00	272.98	.00	18,619.13	2,580.87	88%	20,506.88
Department 088 - LITTER CONTROL	35,000.00	(25,000.00)	10,000.00	.00	.00	2,664.86	7,335.14	27%	3,697.39
Department 089 - HARDEEVILLE ANNEX OFFICE	5,000.00	.00	5,000.00	311.76	.00	4,249.10	750.90	85%	4,482.28
Department 090 - AGENCY APPROPRIATIONS	1,322,600.00	37,625.00	1,360,225.00	17,528.04	.00	1,340,507.25	19,717.75	99%	1,333,556.69
Department 091 - ACCOMMODATIONS TAX	.00	.00	.00	.00	.00	.00	.00	+++	141,886.73
Department 092 - KEEP JASPER BEAUTIFUL	25,000.00	25,000.00	50,000.00	.00	.00	51,956.00	(1,956.00)	104%	25,000.00
Department 093 - VICTIM'S WITNESS	60,200.00	.00	60,200.00	5,011.33	.00	60,306.19	(106.19)	100%	62,223.11
Department 094 - MAGISTRATE-DORE	131,100.00	.00	131,100.00	7,772.62	.00	95,898.71	35,201.29	73%	134,364.87
Department 095 - CAPITAL IMPROVEMENTS	702,000.00	(550,000.00)	152,000.00	3,064.81	.00	141,078.31	10,921.69	93%	282,847.18
Department 096 - MAGISTRATE-LEE	133,550.00	.00	133,550.00	11,533.39	108.74	127,915.94	5,634.06	96%	124,440.73

