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To Participate in Public Comment, please email to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) and or mail to Attn: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. To be called for public Comment, please email at the mentioned email address. **\*Public Comments must be submitted by Monday, November 21, 2022, at 1:00PM.\***

To participate in a **Public Hearing**, you may either email to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) or request via email or phone by **1:00PM on Monday, November 21, 2022**, to speak via telephone at the Virtual Council Meeting.

Instructions may also be found at the Jasper County website [www.jaspercountysc.gov](http://www.jaspercountysc.gov)

FOR MORE INFORMATION, PLEASE CALL (843) 717-3696



JASPER COUNTY COUNCIL  
**COUNCIL MEETING**

Jasper County Clementa C. Pinckney Government Bldg  
358 3<sup>rd</sup> Avenue Ridgeland, SC 29936

November 21, 2022  
AGENDA

**5:00 PM**

**I: Call to Order by Chairperson**

*Clerk's Report of Compliance with the Freedom of Information Act.*

*\*\*In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification\*\**

**II: Executive Session SECTION 30-4-70.**

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

**(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body - Auditor, Treasurer**

**(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim - Election Matters; Exit 3; Cypress Ridge Spec Building Number 4; Levy Volunteer Fire Department; Waste Management of Georgia, Inc; Jasper County v. Western Surety Company and Denise Smith**

**(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body - Prospect Update; Project Refurb; Project Sargent**

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

**6:00 P.M.**

- III. Return to Open Session
- IV. Pledge of Allegiance
- V. Invocation
- VI. Approval of Agenda
- VII. Approval of the minutes 08.15.2022
- VIII. Presentations: None
- IX. Open Floor to the Public per Ordinance 08-17- Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's 6PM start time on the Sign In Sheet on the Podium), to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes.  
*Due to Seating Limitations at the Council Meeting, you may also submit your **Public Comments** via email to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) or via US Mail at Attention: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. If you would like to be contacted by phone during Open Floor public comments, please email your name, address and phone number to the email address listed above by 1PM on the date of the meeting.*
- X. Resolutions:
- A: **David Tedder** - Resolution #R-2022-29 Committing To Negotiate A Fee-In-Lieu of *Ad Valorem* Taxes And Incentive Agreement Between Jasper County And Gopher Hill Holdings, LLC or its Assigns; Identifying The Project; and Other Matters Related Thereto.
- XI: Ordinances:
- A: **David Tedder** - **Public Hearing and 3<sup>rd</sup> reading** of Ordinance [#O-2022-28](#) to amend the **Peninsula Tract** Development Agreement as to the C-2 Property to make certain text amendments, extend the Term, and matters related thereto. (1<sup>st</sup> reading on 09.06.2022; 2<sup>nd</sup> reading on 11.07.2022).
- B: **David Tedder** - **3<sup>rd</sup> reading** of Ordinance [#O-2022-34](#) Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Freedom Industrial Partners, LLC And Freedom Industrial Partners 2, LLC (The "Sponsors") And Jasper County, Whereby Jasper County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company And Providing For Payment By The Sponsors Of Certain Fees-In-Lieu Of *Ad Valorem* Taxes; Providing For Special Source Revenue Credits In Connection With Such Agreement; Authorizing And Approving (1) Development Of A New Joint County Industrial And Business Park Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended, In Conjunction With Hampton County (The "Park") Such Park To Be Geographically

Located In Jasper County; (2) The Execution And Delivery Of A Written Park Agreement With Hampton County As To The Requirement Of Payments Of Fee-In-Lieu Of *Ad Valorem* Taxes With Respect To Park Property And The Sharing Of The Revenues And Expenses Of The Park; And (3) The Distribution Of Revenues From The Park Within Jasper County; And Other Matters Relating Thereto.

*(1<sup>st</sup> reading 10.17.2022; 2<sup>nd</sup> reading 11.07.2022)* - (Project Freedom)

**C: David Tedder** - **3<sup>rd</sup> reading** of Ordinance [#O-2022-29](#) authorizing the sale of TMS 063-30-03-010, approximately 11 acres, to P & S Properties LLC and to authorize the Jasper County Administrator to execute such deeds and other documents as may be necessary and appropriate to effect the sale (*no vote will be taken on this item*).

*(1<sup>st</sup> reading 09.06.2022; 2<sup>nd</sup> reading 10.03.2022)* - (Project SilverStar)

**D: David Tedder** - **3<sup>rd</sup> reading** of Ordinance [#O-2022-35](#) 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 P & S Properties M, 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. *(1<sup>st</sup> reading 10.03.2022; 2<sup>nd</sup> reading 11.07.2022)*

(Project SilverStar)

**E: David Tedder** - **3<sup>rd</sup> reading** of Ordinance [#O-2022-36](#) Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement To Provide For Infrastructure Credits To P & S Properties M, LLC; And Other Related Matters.

*(1<sup>st</sup> reading 10.03.2022; 2<sup>nd</sup> reading 11.07.2022)* - (Project SilverStar)

**F: Andrew Fulghum** - **2<sup>nd</sup> reading** of Ordinance [#O-2022-37](#) To Authorize Jasper County To Enter Into A Memorandum Of Understanding/Lease Agreement With The Polaris Tech Charter School For The Lease Of The Athletic Facilities At The Airport Field Complex.

*(1<sup>st</sup> reading 11.07.2022)*

**G: David Tedder** - **2<sup>nd</sup> reading** of Ordinance [#O-2022-32](#) authorizing the sale of TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.40 acres, and TMS 048-00-01-032, approximately 2 acres, to Gopher Hill Holdings, LLC, or its assigns, and to authorize the Jasper County Administrator to execute such contracts, deeds and other documents as may be necessary and appropriate to effect the sale. *(1<sup>st</sup> reading 10.17.2022)* - (Project Refurb)

**H: David Tedder** – Consideration of **1<sup>st</sup> reading** of and Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Gopher Hill Holdings, LLC Or Its Assigns (The "Sponsor") And Jasper County, Whereby Jasper County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company And Providing For Payment By The Sponsors Of Certain Fees-In-Lieu Of *Ad Valorem* Taxes; Providing For Special Source Revenue Credits In Connection With Such Agreement; Authorizing And Approving (1) Development Of A New Joint County Industrial And Business Park Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended, In Conjunction With Hampton County (The "Park") Such Park To Be Geographically Located In Jasper County; (2) The Execution And Delivery Of A Written Park Agreement With Hampton County As To The Requirement Of Payments Of Fee-In-Lieu Of *Ad Valorem* Taxes With Respect To Park Property And The Sharing Of The Revenues And Expenses Of The Park; And (3) The Distribution Of Revenues From The Park Within Jasper County; And To Authorize The Jasper County Council Chairman Or County Administrator, As Appropriate, To Execute Such Agreements And Other Documents As May Be Necessary And Appropriate To Effect The Fee-In-Lieu Of Tax Transaction And To Provide For Other Matters Relating Thereto.  
**(Project Refurb)**

**XII. New Business:**

**A: Andrew Fulghum** – Approval of the two new positions of the GIS Technician and a Deputy Tax Collector and their job descriptions

**B: Kimberly Burgess** – Presentation of the Task Order for the Farmers' Market Renovation Project.

**XIII. Old Business:**

**A: Danny Lucas** – Airport Update

**XIV. Council Members Comments**

**XV. Administrator's Report**

**XVI. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II.**

**XVII. Adjourn:**

**\*Council may act on any item appearing on the agenda including items discussed in executive session.**

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting was posted on the County Council Building at a publicly accessible place and on the county website at least 24 hours prior to the meeting. A copy of the agenda was given to the local news media and posted at the meeting location twenty-four hours prior to the meeting.

***Special Accommodations Available Upon Request to Individuals with Disabilities***  
***(843) 717-3696***

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# AGENDA ITEM:

## VII

*Approval of the Minutes*

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JASPER COUNTY COUNCIL  
**COUNCIL MEETING**

Jasper County Clementa C. Pinckney Government Bldg  
358 3<sup>rd</sup> Avenue Ridgeland, SC 29936

August 15, 2022  
MINUTES

**Officials Present:** Chairwoman Barbara B. Clark, Vice Chairman Dr. Curtis Brantley  
Councilman L. Martin Sauls, Councilman Pastor Alvin Adkins and Councilman John Kemp.

**Staff Present:** County Administrator Andrew Fulghum, Clerk to Council Wanda H. Simmons,  
County Attorney David Tedder, Kimberly Burgess, Russell Wells, Lisa Wagner, and  
Videographer Jonathan Dunham.

**Also Present:**

Chairwoman Clark called the meeting to order at 4:40PM. Chairwoman Clark asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Ms. Simmons, Clerk to Council read the Clerk's Report of Compliance with the Freedom of Information Act as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The information below was read for the executive session.

**Motion to go into executive session:** Vice Chairman Dr. Brantley

**Second:** Councilman Kemp

**Vote:** Unanimous

The motion passed.

**Executive Session SECTION 30-4-70.**

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

**(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body –County Administrator, County Attorney and Clerk to Council; Coroner**

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

**adversary situations involving the assertion against the agency of a claim – Election Matters; Exit 3; Regional Affordable Housing Trust Fund; Cypress Ridge Spec Building Number 4; Emergency Services**

**(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – Prospect Update; Bailey Park PDD; Development Agreement Extension for Peninsula Tract; Project Silver Star**

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**Return to Open Session:**

**Motion to return to regular session:** Councilman Adkins

**Second:** Vice Chairman Dr. Brantley

**Vote:** Unanimous

The motion passed.

**Motions from Executive Session:**

Chairwoman Clark asked if there were any motions from Executive Session.

**Motion to ratify the contract provisionally executed by the Administrator regard the sake of TMP 063-30-03-010 to P & S Properties M, LLC being land owned by Jasper County:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

The Pledge of Allegiance was led by Councilman Kemp and Vice Chairman Dr. Brantley gave the invocation.

**Approval of Agenda:**

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**Approval of the minutes of 06.06.2022:**

**Motion to approve:** Councilman Adkins

**Second:** Vice Chairman Dr. Brantley

**Vote:** Unanimous

The motion passed.



## **Presentations and Proclamations:**

### **A: Danny Lucas - Parks & Recreation Interim Report**

Mr. Lucas was present to make this presentation. Mr. Lucas noted that in the consideration of time, he had provided all of the details related to this presentation in his packet. He noted that he would hit the highlights in the packet and cover four to five people items they had found when going through the park. Mr. Lucas noted that the New Riverboat Landing was something he had on his interim report for Council. He noted that the boat landing is not owned by Jasper County and since the County does not own it they should not be maintaining the boat landing.

Mr. Lucas then discussed the Coosahatchie Community Center. He noted the building use to be used for the Coosahatchie School. He said most recently the center was being used as a food bank, but that mold had been found in the building. He noted however, the building was not currently being used due to the mold issue. Upon further evaluation, Mr. Lucas continued, and noted that mold had been found in the walls of the building and asbestos on the roof. He said with that in mind, it had been determined that the building itself was not worth saving.

Mr. Lucas then discussed the boat landings. He noted that he had looked at all ten of the boat landings over the previous weekend, and that five of the ten the County has been maintaining is not County owned as per the research done. The five boat landings, he noted that the County does not own are the New River landing, Bowling Hall Landing, Dawson Landing, Becks Ferry Landing, and Myers Lake Landing

He noted that on the Grays High School area and playground the site has a boiler room on the property. He noted it was now boarded up and that the water tanks on the side are being used by the fire department and they are in good condition. He said the County may be able to memorialize this piece of property.

He noted that the County would need to establish a Risk Management Committee, and that he would like to have a masterplan for Parks and Recreation. He said they would also be working on a new contract at a later date for Jasper County Youth Baseball since it is a 20-year-old contract. After Mr. Lucas reviewed all of the information, Vice Chairman Dr. Brantley asked where the information would be found regarding ownership of these properties for the boat landings. Mr. Lucas said it could be found by starting with Q-Public and then if it cannot be found there, they look into other places. He said as a last resort a title search can be done by Mr. Tedder and that the SC DNR can also help with finding information. He noted that as of now they are inspecting the County Facilities. Councilman Kemp asked that the new Parks and Recreation Director be introduced. Mr. Lucas introduced Mr. Devonte Genwright as the new Parks and Recreation Director.

### **B: M.B. Kahn – Capital Improvements and Investment Plan FY2023**

Mr. Ramsey, Director of Pre-Construction introduced Ms. Margaret Rush, and Ms. Maggie Dittmar and noted that Mr. Bill Cram could not be present tonight. Ms. Dittmar noted that she was one of the team members that had worked on this report. Ms. Dittmar gave the introduction which outlined the infrastructure needs in the departments. A booklet of The Capital Improvements and Investment Plan FY2023 was presented and reviewed in detail with the County Council. Due to the length detail of the presentation a copy of the booklet is attached to the minutes as "Attachment A".

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

The floor was opened for public comments Mr. Grant McClure spoke regarding Item H under the Ordinances section. He discussed his opinion on the project and asked that the County Council as they move forward reach out to Beaufort County Planning Department as it is close to Beaufort County.

**Resolutions:**

**A: David Tedder – Resolution #R-2022-17 authorizing amendments to the County Administrator’s Contract.**

Mr. David Tedder was present to review and discuss this resolution which authorizes amendments to the County Administrator’s contract. He noted at budget adoption time the employees were given a 5% raise, but as a contract employee the administrators 5% must come in the form of a resolution. Chairwoman Clark noted that Mr. Fulghum’s, Mr. Tedder’s, and Ms. Simmons’ evaluations were all superb.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**B: David Tedder – Resolution #R-2022-18 delaying the 2022 Tax Sale.**

Mr. Tedder was present to review and discuss this resolution. He noted that Ms. Rhonda Mitchell had said that the vendor who prepares the certified mailings could not guarantee delivery by the November 7<sup>th</sup> date, so as is stated in the resolution the tax sale date for 2022 would be on December 5<sup>th</sup>.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**Ordinances:**

**A: Lisa Wagner – 3<sup>rd</sup> reading of Ordinance #O-2022-19 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.**

Ms. Wagner was present to address and review the 3<sup>rd</sup> reading of this ordinance with 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. She noted that a public hearing had previously been held and there were no public comments.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed

**B: Lisa Wagner - 3<sup>rd</sup> reading of Ordinance #0-2022-15 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.**

Ms. Wagner was present to address and review the 3<sup>rd</sup> reading of this ordinance with 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. She noted that this area backs up to the Oasis Campground in Hardeeville.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed

**C: David Tedder - Public Hearing and 3<sup>rd</sup> reading of Ordinance #0-2022-20 approving a Development Agreement for HCP Partners, LLC (Mcgraw Properties, LLC and Terry R. Lee, Owners) pursuant to the South Carolina Local Government Development Agreement Act and authorizing the Chairman of Jasper County Council to execute said Development Agreement.**

Mr. Tedder was present to review and discuss this 3<sup>rd</sup> reading of this ordinance approving a Development Agreement for HCP Partners, LLC (Mcgraw Properties, LLC and Terry R. Lee, Owners) pursuant to the South Carolina Local Government Development Agreement Act and authorizing the Chairman of Jasper County Council to execute said Development Agreement. He noted that at the last meeting he mentioned that they were adding in buffer requirements and corrected minor errors. He also noted that the applicant and attorney were there for any questions.

The public hearing was opened by Chairwoman Clark but there were no public comments. The public hearing was closed.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**D: David Tedder - 3<sup>rd</sup> reading of Ordinance #0-2022-21 by Authorizing and Approving the Development of a Jointly Owned and Operated Multi-County**

M - 08.15.2022

**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.**

Mr. Tedder was present to review and discuss this 3<sup>rd</sup> reading of this ordinance 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. Mr. Tedder noted that the 3<sup>rd</sup> reading only had changes that inserted the dates.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Kemp

**Vote:** Unanimous

The motion passed

**E: [David Tedder](#) - **Public hearing** and **3<sup>rd</sup> reading** of Ordinance [#0-2022-22](#) to amend 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.**

Mr. Tedder was present to review and discuss this 3<sup>rd</sup> reading of this ordinance to amend 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. He noted that the changes were minor only issues changing the title, etc. He noted that Mr. Tom Zinn was in the audience. Councilman Kemp presented some questions to Mr. Tedder for clarification.

The public hearing was opened by Chairwoman Clark but there were no public comments. The public hearing was closed.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed

**F: David Tedder – Public hearing and 3<sup>rd</sup> reading of Ordinance #O-2022-23 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.**

Mr. Tedder noted that this was the 3<sup>rd</sup> reading of this ordinance to amend the County Code of Ordinances Chapter 26 – Taxation to provide for the reduction in value of a boat and its motor by 42.75% 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. The public hearing was opened by Chairwoman Clark but there were no public comments. The public hearing was closed.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**G: Kimberly Burgess – Public hearing and 2<sup>nd</sup> reading of Ordinance #O-2022-25 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, and matters related thereto.**

Ms. Burgess was present to review and discuss this 2<sup>nd</sup> reading of the ordinance 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. Ms. Burgess noted that at the 3<sup>rd</sup> reading there may be adjustments as per the auditor's findings, but most likely not. The public hearing was opened by Chairwoman Clark but there were no public comments. The public hearing was closed.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**H: Lisa Wagner – Consideration of the 1<sup>st</sup> reading of Ordinance to adopt Planned Development District Zoning for two tracts of land consisting of approximately 26.63 acres, bearing Jasper County Tax Map Numbers 081-00-04-007 and 081-00-04-080, located along N. Okatie Highway (Highway 170), approximately 2 miles east of the intersection of Highway 462, and known as Bailey Park PDD.**

Ms. Wagner was present to review and discuss the 1<sup>st</sup> reading of Ordinance to adopt Planned Development District Zoning for two tracts of land consisting of approximately



26.63 acres, bearing Jasper County Tax Map Numbers 081-00-04-007 and 081-00-04-080, located along N. Okatie Highway (Highway 170), approximately 2 miles east of the intersection of Highway 462, and known as Bailey Park PDD. Ms. Wagner noted that the public hearing was set for the next Council Meeting on September 6<sup>th</sup>.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** All votes were yes, except Councilman Kemp who voted no.  
The motion passed.

**New Business:**

**A: Chief Russell Wells – Approval of the Annual Maintenance Agreement for the 911 center's public safety radio consolettes.**

Chief Wells was present to review and discuss this request. Chief Wells noted that the Emergency Services Division, 911 Communication had received the annual service and maintenance contract in the amount of \$36,663.38 for the public safety radio system. He noted that this was a budget amount for public safety radio software, service and support of the 911 Center's public safety radios connected to the Palmetto 800 Radio network via fiber optic and wireless backup. He noted that they were requesting that the County Administrator have the authority to enter into and execute the contract.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**B: Kimberly Burgess - Presentation of Quotation from R.S. Andrews of SC for 5 Ton heat pump unit for Robertville Community Center.**

Kimberly Burgess was present to review and discuss this request. Ms. Burgess noted that the County had advertised for sealed bids to replace the HVAC unit at Robertville Community Center but noted that no bids were received. She said they two quotations had been received prior to the determination that the HVAC replacement required a formal sealed bid process. The quotations were from R.S. Andrews of SC for two different brands of heat pump units, a Carrier 5 Ton for \$21,000 and a lead time of 18-22 weeks and the other was for a York 5 Ton for \$16,450. Staff recommended that the Council accept the quotation from R.S. Andrews of SC for the York 5 Ton heat pump for \$16,450 and allow the County Administrator to enter into an agreement for purchase and delivery of the equipment.

**Motion to approve:** Councilman Adkins

**Second:** Councilman Sauls

**Vote:** Unanimous

The motion passed.

**Old Business:** There was no old business for this meeting.



## **Administrator's Report:**

Mr. Fulghum gave a synopsis of his Administrator's Report for the Council. He noted that Chief Wells and Ms. Burgess would also assist in providing the Fire Update that the Chairwoman had asked for as to what the Council had done in the last budget cycle to improve fire service in the County. Mr. Fulghum noted that the Council had well-funded 11 new positions with a new Fire Inspector who proposed 9 additional positions to assist with the Levy transition and for an ambulance to be placed there; 2 positions over at Grays; 2 positions over at Point South and 6 positions over at Tillman where another ambulance would be placed. He noted that this was a tremendous effort of funding rural fire in Jasper County as he had not seen before. He noted that they would quick update of the Marsh Cove Fire Station, noting that all in all they had gotten a good purchase price on this station. He also noted that they anticipated that station opening in October. Chief Wells noted that the staffing at Marsh Cove would be 2 positions and Mr. Fulghum noted that this was in addition to the numbers he had provided. Coosahatchee Fire Station you received an introduction from MB Kahn where they presented information about the problems to the existing station to the Council and personnel had been moved to other locations. Mr. Fulghum noted since he had been here the County had built 4 new fire stations that are fully staffed and were now working on the 5<sup>th</sup> one. He said that this equated to about building one new fire station every 4 years or so and have fully staffed it. Councilman Sauls said they could not have done it without Mr. Fulghum.

Mr. Fulghum noted that they had received funding requests that were not made a part of the FY2023 budget after the budget had been approved. He said they received budget request he wanted to respond but needed direction as to whether Council wanted to fund them, how to find a way to fund them, or to not fund them at all.

- Friends of Honey Hill Battlefield requested \$1,000. Through miscommunication they did not apply through ATAX effort for funding or as for appropriation through the budget cycle. He did not that the staff felt they may come to Council with a later request.
- Family in Transition (FIT) had requested consideration of funding for the homeless in the amount of \$5,000
- JC Volunteers in Medicine, are doing a fund-raising campaign and want sponsorship of Council ranging from \$500 to \$5,000
- Mr. Pinckney had made a request for assistance for a private community center. They are a not a non- profit and he noted staff would work with them and brainstorm ways to help them with Rivers Hill.

Vice Chairman Dr. Brantley offered up that Council should fund those requests as the County has those funds available, and Councilman Sauls agreed. Mr. Fulghum said if Council was inclined to fund these, he would have staff bring a funding scenario to Council. Councilman Sauls noted that the JC Volunteers in Medicine do many things for the County and are very important to the area. They are an important resource to the County. He said he was greatly familiar with them as he had served on the fundraising board in years past. He asked that whatever can be done and if we can reach the max for them and it would be greatly appreciated and a benefit to the County and the citizens.

He noted that Councilman Adkins had an idea for the need for a sidewalk on S. Logan Street to be able to safely travel to Main Street and to the park. He noted that Councilman Adkins had successfully lobbied the town and that they are making a grant application. He noted that the town would like the County's support and has asked for Mr. Fulghum's help with the Transportation Committee asking for matching funds for that grant for this project.

**Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II.** There was no reason to return to executive session for this meeting.

**Council Members Comments:**

**Vice Chairman Dr. Brantley:**

Vice Chairman Dr. Brantley extended Council's condolences to the Lasko Family.

**Councilman John Kemp:**

Councilman John Kemp thanked Susan Waite for her talk in Hardeeville and to Chief Wells.

**Adjourn:**

**Motion to adjourn:** Councilman Adkins

**Second:** Councilman Sauls

**Vote:** Unanimous

The motion passed.

The meeting adjourned at 7:33pm.

**Respectfully submitted:**

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Wanda H. Simmons  
Clerk to Council

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Barbara B. Clark  
Chairwoman

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# AGENDA ITEM:

## IX

Public Comments

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# AGENDA ITEM:

## X

Resolution: Item A

SOUTH CAROLINA        )  
  )  
JASPER COUNTY         )

**RESOLUTION # R-2022-29**

**COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BETWEEN JASPER COUNTY AND GOPHER HILL HOLDINGS, LLC, OR ITS ASSIGNS; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Jasper County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, Gopher Hill Holdings, LLC (“Sponsors”) desire to invest capital in the County in order to establish commercial, logistic, distribution and/or manufacturing facilities in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of at least \$9,000,000 in taxable real and personal property in the County; and

WHEREAS, as an inducement to the Sponsors to locate the Project in the County, the Sponsors have requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments and other incentives with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council commits to enter into the Agreement, which provides for FILOT Payments and other incentives with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the Agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

**RESOLVED: 11.21.2022**

**JASPER COUNTY, SOUTH CAROLINA**

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**Barbara B. Clark**  
**Chair, Jasper County Council**

*(SEAL)*  
**ATTEST:**

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

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

---

**David L. Tedder**

**Date:**



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# AGENDA ITEM:

## XI-A

Ordinance item A

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**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #O-2022-28**

**AN ORDINANCE OF  
JASPER COUNTY COUNCIL**

**To amend the Peninsula Tract Development Agreement as to the C-2 Property to make certain text amendments, extend the Term, and matters related thereto.**

**WHEREAS**, The Peninsula Tract Development Agreement (“Development Agreement”) was approved by Jasper County Council on August 2, 2004, and is recorded in the Office of the Register of Deeds for Jasper County in Volume 16, Pages 110-129, and re-recorded in Volume 18, Pages 1-20; and

**WHEREAS**, The Peninsula Tract Development Agreement incorporated by reference the Peninsula Tract Planned Development District Zoning (“PDD Zoning”) approved by the Jasper County Planning Commission on June 15, 2004, 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**, Jasper County has received a request from the owner of the C-2 Property as identified in the Development Agreement (being 26.750 acres of highland, and 4.768 acres of wetland, for a total of 31.528 acres) to amend the Peninsula Tract Development Agreement to make certain text amendments, regarding density and use allocations, extend the term, and matter related thereto; and

**WHEREAS**, the Owner of the C-2 Property has requested that the Term of the Development Agreement be extended for a period of five years from the date it is scheduled to expire, being August 21, 2023, based upon the occurrence of both certain national and global economic downturns and the effects of the COVID-19 pandemic; and

**WHEREAS**, the above mentioned property was duly posted, with two public hearings properly noticed and held by the Jasper County Council as set forth below; and

**WHEREAS**, after giving the matter consideration, Jasper County Council has determined it would be appropriate to amend the Development Agreement so as to 1) to extend the Term of the Development Agreement from August 22, 2023 to August 21, 2028; and 2), to authorize appropriate text amendments to the Development Agreement to reflect certain modifications to the allocation of density and uses on the C-2 Property and include certain provisions regarding development fees as detailed in the attached Amendment to the Peninsula Tract Development Agreement as to the C-2 Property.

**NOW, THEREFORE, BE IT ORDAINED**, by the Jasper County Council, duly assembled and with authority of same, that the above premises be incorporated by reference; and

1. The Amendment to the Peninsula Tract Development Agreement as to the C-2 Property be adopted as stated above, and that the Chair of the Jasper County Council be authorized to execute the First Amendment on behalf of the County, 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 amended Development Agreement to be in accordance with the statutory requirements of the State of South Carolina;
  
2. This ordinance shall take effect upon approval by Council.

SIGNATURES ON FOLLOWING PAGE

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

**ATTEST:**

---

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

**ORDINANCE: # O-2022-28**

**First Reading:** 09.06.2022  
**Public Hearing:** 11.07.2022  
**Second Public Hearing:** 11.21.2022  
**Second Reading:** 11.07.2022  
**Third Reading:** 11.21.2022  
**Adopted:** 11.21.2022

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Reviewed for form and draftsmanship by the Jasper County Attorney.

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**David Tedder**

---

**Date**

STATE OF SOUTH CAROLINA	)	AMENDMENT
	)	TO THE PENINSULA TRACT
COUNTY OF JASPER	)	DEVELOPMENT AGREEMENT
	)	AS TO THE C-2 PROPERTY

THIS AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE PENINSULAR TRACT AS TO THE C-2 PROPERTY (this "Amendment"), made and entered into as of \_\_\_\_\_, 2022 by Peninsula Investments, LLC, a South Carolina limited liability company (the "C-2 Property Owner"), and Jasper County Council, as the governing body of Jasper County, South Carolina ("County").

**RECITALS**

A. Jasper County entered into that certain Development Agreement originally dated August 2, 2004, with John Morgan, as then-owner of that certain parcel of land known as the "Peninsula Tract" in Jasper County, South Carolina, which agreement originally was recorded in the office of the Jasper County Register of Deeds (the "ROD") in Volume 16, Pages 110-129, and then re-recorded on March 14, 2005, in Volume 18, Pages 1-20 (the "Agreement").

B. After multiple successor owners, the C-2 Owner acquired title to a substantial portion of the Peninsula Tract, and then retained title to a portion of the Peninsula Tract, generally described in prior filings as the "Tract C-2", as more particular described on the attached Exhibit A, which is incorporated herein by reference (the "C-2 Property") as a successor-in-interest on February 7, 2014, retained all the rights and obligations under the Agreement pertaining to Tract C-2, as noted in the various Assignments regarding the other portions of the Peninsula Tract, and presently intends to continue development of the C-2 Property Owner's portion of the Peninsula Tract pursuant to the Development Agreement and the PDD.

C. The original term of the Agreement was ten years, with an original termination date of August 2, 2004. However, pursuant to the Joint Permit Resolutions of 2010 and 2013, the term of the Development Agreement was tolled from January 1, 2008, until December 31, 2016, and therefore the Agreement is effective until August 21, 2023.

D. The parties hereto wish to clarify and define the allocation of densities and uses under the Agreement and the amended Concept Plan which was adopted by County Council pursuant to Ordinance 2020 - 27, adopted November 16, 2020 (the "2020 Concept Plan"), as well as account for the already constructed units on the original entirety of the Peninsula Tract.

E. Pursuant to Section XV of the Development Agreement, modifications and amendments may be made upon written agreement of Owner and County, and XVI provides the Owner may assign its rights and responsibilities to subsequent land owners and Developers.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Amendment, the receipt and sufficiency of such being acknowledged by the parties, and pursuant to the South Carolina South Carolina Local Development Agreement Act, codified

as S.C. Code §§ 6-31-10, et seq., the parties to this Amendment, intending to be legally bound, agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference.
2. Term. SECTION III – TERM of the Agreement is hereby amended such that the term of the Development Agreement as to the C-2 Property shall be renewed commencing on August 22, 2023 and expiring on August 21, 2028.
3. Development Schedule. SECTION VI – DEVELOPMENT SCHEDULE, and Exhibit D conforming thereto of the Agreement is hereby amended and supplemented to incorporate the new Development Schedule attached hereto as Exhibit D to the C-2 Property.
4. Density. Recognizing the recent adoption of the 2020 Concept Plan, the physical construction of a significant number of units, and previous assignments of density, Section VII – Density of the Agreement is hereby deleted in its entirety as to the C-2 Property only and the following new Section VII - DENSITY is substituted therefore and shall be applicable to the C-2 Property only.

#### VII. DENSITY.

Mixed Use, residential and commercial development on the Property shall be limited to the total densities and uses as set forth below, notwithstanding the totals and uses set forth in the Planned Development District approval, which is deemed amended to conform with this Amendment, with the following amplifications and clarifications, which shall be binding upon the Owner(s) and Jasper County in the future.

The Peninsula Tract encompasses 485.15 acres. The isolated non-jurisdictional wetlands will be filled with the exception of two larger wetlands that are being preserved that total 6.78 acres. The contiguous wetland system is also planned to be preserved. Therefore, the total upland area of the PDD is 413.5 acres.

The PDD designates 5 separate allowable land uses within the Peninsula Tract. These land uses were originally chosen based on projected patterns and trends. In the years since adoption of the original Development Agreement, planning and construction on the Peninsula Tract has effectively determined the density and uses on a significant portion, as identified below, and with the adoption of the 2020 Concept Plan and the previous recorded assignments of density to specific tracts, there is no longer a need for the speculative calculations as originally allowed as to the C-2 Property. The following table of maximum intensity per upland acres for each use within the C-2 Property shall be:



Commercial Density	10,000 sf/acre
Business Park/Light Industrial	12,000 sf/acre
Multi-Family Residential	16 units/acre
Single-Family Attached	8 units/acre
Single-Family Detached	6 units/acre

It is possible some of the land-uses shown on the original Concept Plan and the subsequently amended 2020 Concept Plan may change, so it is appropriate to set maximum limits for each land use set forth below to apply to the 26.759 upland acres of the C-2 Property only:

Commercial Density	267,590 sf
Business Park/Light Industrial	321,108 sf
Multi-Family Residential	428 units
Single-Family Attached	214 units
Single-Family Detached	160 units

As stated earlier in the PDD, each land use is interchangeable with one another (i.e., 10,000 sf of commercial space can be exchanged 16 units of Multi-Family or 8 units of Single-Family Detached, and vice versa, provided the maximum limits set forth above are not exceeded).

Multi-Family density has been allocated over the years through construction and assignments. Referencing the 2020 Concept Plan, and existing Developments, Multi-Family Density is allocated as follows:

Brook Mill/Austin Case	708 MF units (600 constructed)
Stars and Stripes	
Neighborhood D	210 MF units
Neighborhood E	305 MF units
Tract C-2	428 MF Units
	TOTAL MF Units = 1,651

5. A new Section X.(G) is added as follows:

**Developer Fees.** To assist the County in meeting expenses resulting from ongoing development, Owner shall pay development fees for Civic purposes ("**Development Fees**") as follows:

1. Fee Schedule

<b>DEVELOPMENT FEES</b>	<b>AMOUNT</b>
Single Family Residential Dwelling Units	\$1,000.000 – Civic (Police, EMS and Fire)
Multi-Family Residential	\$750.00 - Civic (Police, EMS and Fire)
Commercial	\$750.00/1,000 s.f. (Civic (Police, EMS and Fire)

2. All Development Fees for building permits issued to Owner shall be collected at the time of issuance of an occupancy permit instead of at issuance of the building permit; notwithstanding the foregoing, Development Fees shall not be assessed against the C-2 Parcel properties until August 22, 2025. All Development Fees collected after that date shall be placed in a separate interest bearing accounts established for Civic improvements/purchases. The County may expend these funds for any purposes designed to provide or enhance such services.
3. 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 5 year 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 after August 21, 2028, provided they are applied uniformly to similar properties as this Property, and provided further, that any Developer Fees paid

by the Developer under Article X (G) 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

4. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, its 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 the County to impose fees or obligations similar in nature to those contemplated by this Agreement, the Owner shall be entitled to either an offset against the Development Fees of this Agreement the in the entire amount of such fees or obligations which are collected or an entire 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.
5. The fees set forth above in Article XI are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee shall be imposed in connection with the Property, except as may be allowed pursuant to Article X and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Civic, Park and Road 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.

6. Effect. Terms and provisions of the Agreement that are not expressly modified by this Amendment shall remain in full force and effect. All of the provisions of the Agreement unambiguously affected by this Amendment shall be deemed amended, whether or not actually specified herein, if such amendment is clearly necessary to effectuate the intent of the parties hereto and shall only apply to the Real Property that the C-2 Property Owner retains ownership to as of the effective date of this Amendment. The Agreement, as modified hereby, is hereby ratified and approved in all respects.

7. Final Agreement. The Agreement, as amended by this Amendment, represents the final agreement between the parties regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent or contemporaneous oral agreements of the parties. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both parties hereto.

7. Counterparts. This Amendment may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Amendment.

8. Severability. If any provision of this Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment and the Agreement shall nonetheless remain in full force and effect.

9. Applicable Law. This Amendment is enforceable in the State of South Carolina and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of South Carolina.

10. Captions. The section headings appearing in this Amendment are for convenience of reference only and are not intended, to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

11. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment or any exhibits or amendments hereto.

[SIGNATURE PAGES TO FOLLOW]

WHEREFORE, this Amendment has been executed effective as of the date first written above.

In the presence of:

JASPER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Witness #1

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

\_\_\_\_\_  
Witness #2

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF JASPER      )

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that JASPER COUNTY, SOUTH CAROLINA, by Barbara B. Clark, its Chair of Jasper County Council, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2022, and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public for State of South Carolina  
My Commission expires: \_\_\_\_\_

**WHEREFORE, this Amendment has been executed effective as of the date first written above.**

In the presence of:

**PENINSULA INVESTMENTS, LLC,  
a South Carolina limited liability company**

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_  
J. John Cardamone, III

\_\_\_\_\_  
Witness #2

Its: Manager

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF JASPER             )

**ACKNOWLEDGEMENT**

I, the undersigned Notary Public, do hereby certify that **PENINSULA INVESTMENTS, LLC**, a South Carolina limited liability company, by **J. John Cardamone**, its Manager, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2022, and acknowledged the due execution of the foregoing instrument.

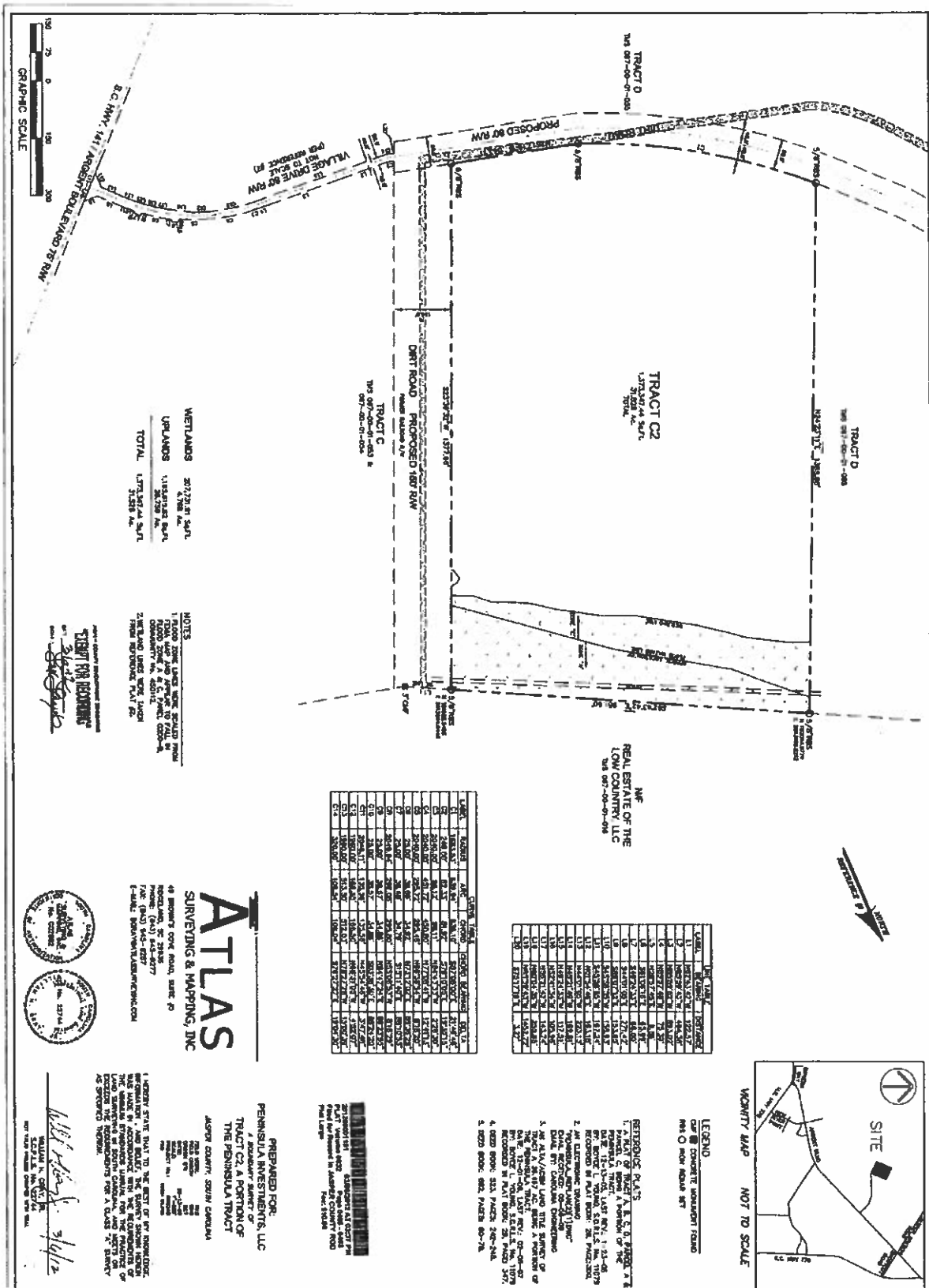
\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public for State of South Carolina  
My Commission expires: \_\_\_\_\_

## EXHIBIT A

ALL that lot, piece or parcel of land, with the improvements thereon, situate, lying and being in the County of Jasper, State of South Carolina, containing approximately 31.528 ACRES and shown and designated as TRACT C2 on a plat entitled "A Boundary Survey of Tract C2, a portion of the Peninsula Tract", prepared by Atlas Surveying and Mapping, Inc., dated May 13, 2009 and recorded on March 6, 2012 in the Office of the Register of Deeds for Jasper County, South Carolina, in Book 0032 at Page 465. Said lot having such shape, size, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

TMS# 067-00-01-070.

# C-2 PROPERTY



WETLANDS	2017/2018 S.W.T.	4786 AC.
UPLANDS	1,184,924 S.W.T.	26,729 AC.
TOTAL	1,178,324 S.W.T.	27,207 AC.

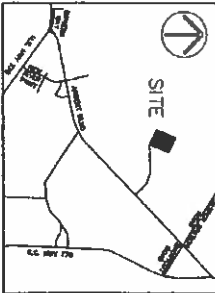
**NOTES**  
 1. STOOD SOILS LINES WERE SCALING FROM DATA PROVIDED BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION.  
 2. WETLAND LINES WERE LOCATED FROM AERIAL PHOTOGRAPHY.

**CREATED FOR RECORDING**  
 DATE: 03/21/2024  
 BY: [Signature]

POINT	DATE	TYPE	DESCRIPTION
1	03/21/2024	CONCRETE	MONUMENT FOUND
2	03/21/2024	CONCRETE	MONUMENT FOUND
3	03/21/2024	CONCRETE	MONUMENT FOUND
4	03/21/2024	CONCRETE	MONUMENT FOUND
5	03/21/2024	CONCRETE	MONUMENT FOUND
6	03/21/2024	CONCRETE	MONUMENT FOUND
7	03/21/2024	CONCRETE	MONUMENT FOUND
8	03/21/2024	CONCRETE	MONUMENT FOUND
9	03/21/2024	CONCRETE	MONUMENT FOUND
10	03/21/2024	CONCRETE	MONUMENT FOUND
11	03/21/2024	CONCRETE	MONUMENT FOUND
12	03/21/2024	CONCRETE	MONUMENT FOUND
13	03/21/2024	CONCRETE	MONUMENT FOUND
14	03/21/2024	CONCRETE	MONUMENT FOUND
15	03/21/2024	CONCRETE	MONUMENT FOUND
16	03/21/2024	CONCRETE	MONUMENT FOUND
17	03/21/2024	CONCRETE	MONUMENT FOUND
18	03/21/2024	CONCRETE	MONUMENT FOUND
19	03/21/2024	CONCRETE	MONUMENT FOUND
20	03/21/2024	CONCRETE	MONUMENT FOUND

DATE	TIME	DESCRIPTION
03/21/2024	10:30 AM	FIELD SURVEY
03/21/2024	11:00 AM	FIELD SURVEY
03/21/2024	11:30 AM	FIELD SURVEY
03/21/2024	12:00 PM	FIELD SURVEY
03/21/2024	12:30 PM	FIELD SURVEY
03/21/2024	13:00 PM	FIELD SURVEY
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03/21/2024	23:00 PM	FIELD SURVEY
03/21/2024	23:30 PM	FIELD SURVEY
03/21/2024	00:00 AM	FIELD SURVEY

**ATLAS**  
 SURVEYING & MAPPING, INC.  
 44 HUNTER CREEK ROAD, SUITE 20  
 PENNSYLVANIA, PA 15210  
 PHONE: (412) 442-4277  
 FAX: (412) 442-4277  
 E-MAIL: SURVEY@ATLAS-SURVEYING.COM



**LEGEND**  
 CONCRETE MONUMENT FOUND  
 MONUMENT SET

- REPRODUCTION PLATS**  
 1. A PART OF PLAT A, E. S. 6, PARCEL A & B, PART OF TRACT C, A PORTION OF THE PENNSYLVANIA TRACT, RECORDED IN PLAT BOOK 28, PAGE 200, AS ORDERED IN 1984.
- 2. AN ELECTRONIC TRACT**  
 "PENNSYLVANIA TRACT (PART)"  
 DATE BY CHARLES CHRISTOPHER
- 3. AN A.P.A./A.S.M. LOTS TITLE SURVEY OF THE PENNSYLVANIA TRACT, PART OF THE TRACT C, A PORTION OF THE PENNSYLVANIA TRACT, RECORDED IN PLAT BOOK 28, PAGE 200, AS ORDERED IN 1984.**
- 4. 2023 BOOK: 28, PAGE 200.**

PREPARED FOR:  
 PENNSYLVANIA INVESTMENTS, LLC  
 A MEMBER SURVEY OF  
 TRACT C2, A PORTION OF  
 THE PENNSYLVANIA TRACT  
 ASPER COUNTY, SOUTH CAROLINA

DATE: 03/21/2024  
 BY: [Signature]

1. CERTAIN STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY SHOWS ACCURATE AND COMPLETELY THE TRUE AND CORRECT LOCATION AND BOUNDARIES OF THE LAND DESCRIBED IN THE INSTRUMENT OF RECORD, AND THAT I AM NOT PROVIDING ANY WARRANTIES OR REPRESENTATIONS TO THE PROPERTY OR AS ORDERED IN 1984.

**WILLIAM N. CRIVELLO**  
 207 WEST MAIN STREET, SUITE 100  
 PENNSYLVANIA, PA 15210



EXHIBIT D FOR THE C-2 PROPERTY

(SUPPLEMENTAL TO EXHIBIT D)

Revised Development Schedule (Property Owner's Land)

<b><u>Type of Development</u></b>	<b><u>Year(s) of Commencement/Completion</u></b>
Residential, Multi-Family/Apartments	2022 commencement, expected buildout 2026
Residential, Single Family	2022 commencement, expected buildout 2034
Residential, Townhome	2027 commencement, expected buildout 2029

Actual development may occur more rapidly or less rapidly, dependent upon actual market conditions and the Developer's ultimate development implementation.

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# AGENDA ITEM:

## XI-B

Ordinance item B

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER )

ORDINANCE NO. O-2022-34

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN FREEDOM INDUSTRIAL PARTNERS LLC AND FREEDOM INDUSTRIAL PARTNERS 2 LLC (THE "SPONSORS") AND JASPER COUNTY, WHEREBY JASPER COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE SPONSORS OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH SUCH AGREEMENT; AUTHORIZING AND APPROVING (1) DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH HAMPTON COUNTY (THE "PARK") SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH HAMPTON COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE-IN-LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; AND (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN JASPER COUNTY; AND OTHER MATTERS RELATING THERETO.**

WHEREAS, Jasper County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("FILOT Act"), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina ("South Carolina" or "State") or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("FILOT Payments"), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County and Hampton County, South Carolina ("Hampton County") (collectively, the Member Counties") proposes to establish jointly a multi-county industrial/business park within the geographical boundaries of one or more of the Member Counties; and

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits ("Infrastructure Credits") against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility ("Infrastructure");

WHEREAS, the Sponsors propose to develop the property described in Exhibit B attached hereto (the "Property") to establish commercial, logistic, distribution and/or manufacturing facilities; and

WHEREAS, it is anticipated the Project will result in an investment of at least thirty million dollars (\$30,000,000) in the County; and

WHEREAS, at the request of the Sponsors and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsors, the final form of which is attached as Exhibit A ("Fee Agreement"), pursuant to which the County will provide certain incentives to the Company with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and

WHEREAS, in order to promote the economic development of Jasper County and Hampton County, the Counties have initially agreed to include in the Park the Property pursuant to an agreement to be negotiated between and entered into by the Member Counties as of such date as may be agreed to by the Member Counties (the "MCIP Agreement"); and

WHEREAS, the Counties have agreed to the specific terms and conditions of the arrangement set forth in the MCIP Agreement; and

WHEREAS, the Counties now desire to establish the Park to include the Property; and

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

**Section 1. *Statutory Findings.*** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance ("Ordinance"), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement's terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council ("Chair") is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Company.

**Section 3. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be

appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsors under this Ordinance and the Fee Agreement.

**Section 4. *Establishment of Multi-County Park; Approval of MCIP Agreement; Location of Park; Change of Park Boundaries.***

(a) There is hereby authorized to be established, initially in conjunction with Hampton County, a multi-county industrial/business park to include therein the Initial Property. The form, provisions, terms, and conditions of the MCIP Agreement in substantially the form before Jasper County Council (the "County Council") at the meeting at which this Ordinance receives third reading, and filed with the Clerk to County Council, be and they are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the MCIP Agreement were set out in this Ordinance in its entirety.

(b) The MCIP Agreement is to be in the form as negotiated by the County Administrator with the advice of legal counsel, with such changes therein as shall not materially adversely affect the rights of Jasper County thereunder and as shall be approved by the officials of Jasper County executing the same. The Chairman of County Council, for and on behalf of Jasper County, is hereby authorized, empowered, and directed to do any and all things necessary or proper to effect the establishment of the Park and the execution and delivery of the MCIP Agreement and the performance of all obligations of Jasper County under and pursuant to the MCIP Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

(c) As of the date of enactment of this Ordinance, the Park shall consist of the Property located in Jasper County. It is recognized that the Park may from time to time consist of non-contiguous properties within each Member County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by (a) an ordinance of the Member County in which the property to be added or removed from the Park is actually located, and (b) a resolution (or comparable action) of the governing bodies of all other Member Counties.

**Section 5. *Payment of Fee-in-lieu of Taxes.***

(a) In accordance with Article VIII, Section 13(D) of the South Carolina Constitution, the area comprising the Park and all property having a situs therein is exempt from all *ad valorem* taxation. All owners and lessees of property situated in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in the MCIP Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the county treasurer of the county in which such property is located. That portion of the fee from the Park property located in a Member County and allocated pursuant to the MCIP Agreement to the other Member Counties shall be paid to the respective county treasurer (or other designated official) of the other Member Counties in accordance with the terms of the MCIP Agreement. Payments of fees in lieu of *ad valorem* taxes for each year will be due on the due date for property taxes for such year. Penalties for late payment will be at the same rate as late tax payments. Any late payment beyond the due date will accrue interest at the same rate as late tax payments. The Member Counties, acting by and through the appropriate official, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

(b) Nothing herein shall be construed to prohibit any Member County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision of South Carolina law.

**Section 6. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 7. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 8. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

JASPER COUNTY, SOUTH CAROLINA

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Barbara B. Clark,  
Chair, Jasper County Council

(SEAL)  
ATTEST:

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Wanda Simmons,  
Clerk of Council, Jasper County Council

**Ordinance # O-2022-34**  
First Reading: October 17, 2022  
Second Reading: November 7, 2022  
Public Hearing: November 7, 2022  
Third Reading: November 21, 2022

Reviewed for form and draftsmanship by the Jasper County Attorney.

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David L. Tedder

Date

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**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

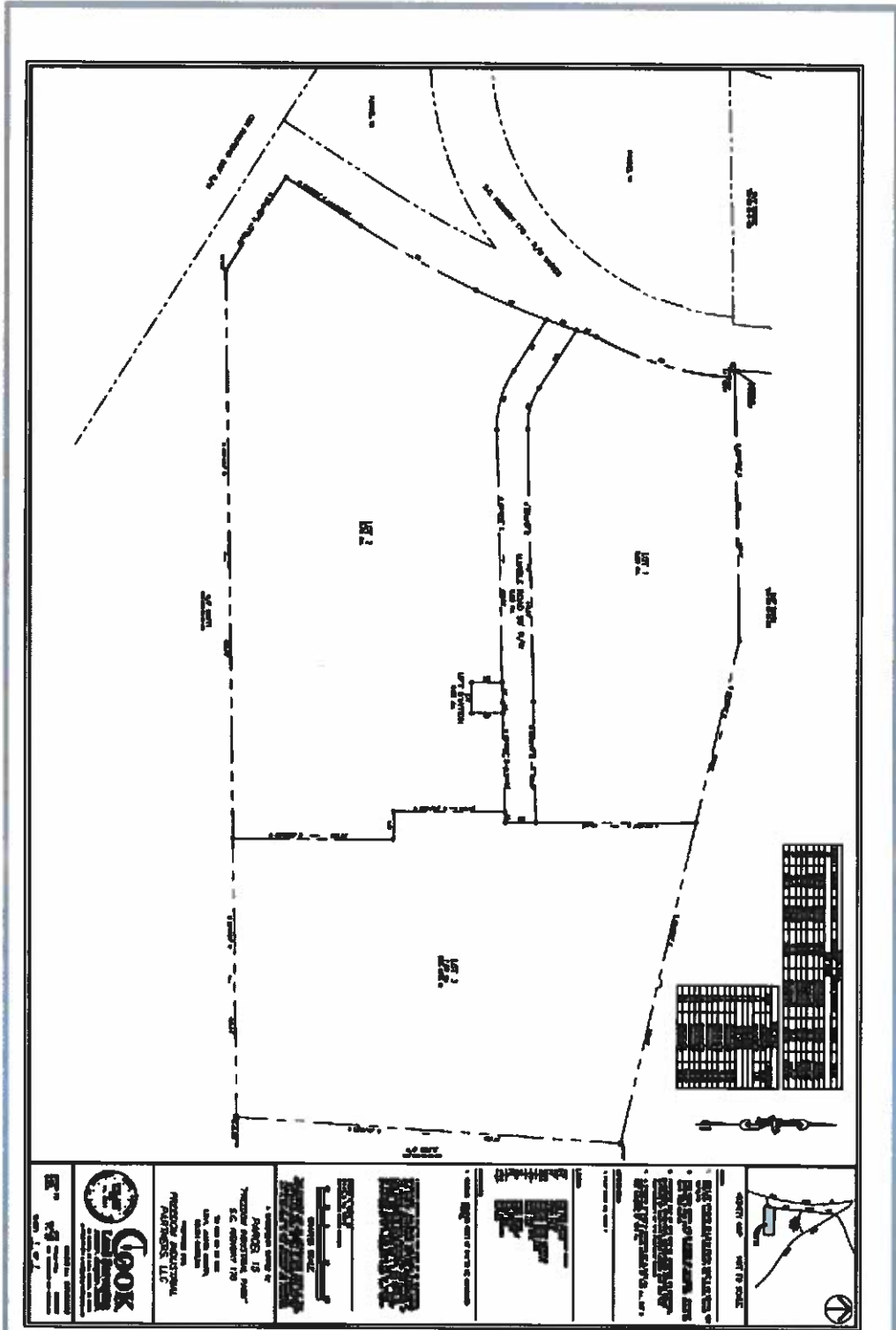
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**EXHIBIT B**

All those certain properties consisting of Lot 2 and Lot 3 as more clearly delineated on that Survey dated February 11, 2022, prepared by Cook Land Surveying and attached hereto as Exhibit B-1.



EXHIBIT B-1



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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT**

**BETWEEN**

**FREEDOM INDUSTRIAL PARTNERS LLC AND FREEDOM INDUSTRIAL PARTNERS 2 LLC**

**AND**

**JASPER COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF NOVEMBER 21, 2022**

**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Freedom Industrial Partners LLC and Freedom Industrial Partners 2 LLC</b>	
<b>Project Location</b>		
<b>Tax Map Nos.</b>	039-00-03-022	
<b>FILOT</b>		
• Phase Exemption Period	15 Years	Section 1.1
• Contract Minimum Investment Requirement	\$30,000,000	Section 1.1
• Investment Period	6 Years	Section 1.1
• Assessment Ratio	6%	Section 4.1
• Millage Rate	.459	Section 4.1
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1
• Minimum Investment Requirement	Act Minimum Investment	Section 1.1
<b>Multicounty Park</b>	Jasper and Hampton County – Freedom Industrial Park	
<b>Infrastructure Credit</b>		
• Brief Description	10%	Section 5.1
• Credit Term	15 Years	Section 5.1
• Claw Back Information	Infrastructure Credit to be reduced if Company fails to meet Contract Minimum Investment Requirement during the Investment Period. Prorata reduction of Infrastructure Credit based upon formula set forth on Section 6.1.	Section 6.1
<b>Other Information</b>		

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## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("*Fee Agreement*") is entered into, effective, as of November 21, 2022, between Jasper County, South Carolina ("*County*"), a body politic and corporate and a political subdivision of the State of South Carolina ("*State*"), acting through the Jasper County Council ("*County Council*") as the governing body of the County, and Freedom Industrial Partners LLC and Freedom Industrial Partners 2 LLC, each a limited liability company organized and existing under the laws of the State of South Carolina (individually, the "*Company*" and collectively, the "Companies"), the Companies also being referred to herein as the ("Sponsors").

### WITNESSETH:

WHEREAS, Title 12, Chapter 44, ("*Act*") of the Code of Laws of South Carolina, 1976, as amended ("*Code*"), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("*FILOT*") with respect to Economic Development Property, as defined below; and

WHEREAS, Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits ("*Infrastructure Credit*") against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, "*Infrastructure*"); and

WHEREAS, the Sponsors propose to purchase and develop the Project (as defined herein) within the County; and

WHEREAS, the Sponsors anticipate that the Project will result in an investment of at least thirty million dollars (\$30,000,000) in the County; and

WHEREAS, by an ordinance enacted on November 21, 2022, County Council authorized the County to enter into this Fee Agreement with the Sponsors to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsors to develop the Project in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

"*Act*" means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

"*Act Minimum Investment Requirement*" means an investment of at least \$5,000,000 in the Project within five years of the Commencement Date.

***“Administration Expenses”*** means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments[, Infrastructure Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

***“Code”*** means the Code of Laws of South Carolina, 1976, as amended.

***“Commencement Date”*** means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2023.

***“Contract Minimum Investment Requirement”*** means a taxable investment in real and personal property at the Project of not less than \$30,000,000.

***“County”*** means Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

***“County Council”*** means the Jasper County Council, the governing body of the County.

***“Credit Term”*** means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Section 5.1.

***“Department”*** means the South Carolina Department of Revenue.

***“Developer” or “Developers”*** mean the Company or the Companies.

***“Developer Assets”*** means that Equipment and/or Real Property owned by the Developers and not conveyed or leased to another Sponsor or Sponsor Affiliate.

***“Diminution in Value”*** means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

***“Economic Development Property”*** means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by a Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

***“Equipment”*** means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

***“Event of Default”*** means any event of default specified in Section 7.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee-In-Lieu of *Ad Valorem* Taxes and Incentive Agreement.

**“Fee Term”** means the period from the effective date of this Fee Agreement until the Final Termination Date.

**“FILOT Payments”** means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

**“Final Phase”** means the Economic Development Property placed in service during the last year of the Investment Period.

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2029, the Final Termination Date is expected to be January 15, 2045, which is the due date of the last FILOT Payment with respect to the Final Phase.

**“Improvements”** means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**“Infrastructure”** means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

**“Infrastructure Credit”** means the credit provided to the Sponsors pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending six (6) years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period represents a five (5) year investment period plus an additional one (1) year that the County has hereby granted pursuant to the provisions of the Act.

**“MCIP Act”** means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

**“Multicounty Park”** means the multicounty industrial or business park governed by the Freedom Industrial Park Multi-County Park Agreement, dated as of November 21, 2022, between the County and Hampton County, South Carolina, as may be amended.

**“Net FILOT Payment”** means the FILOT Payment net of the Infrastructure Credit.

**“Phase”** means the Economic Development Property placed in service during a particular year of the Investment Period.



**“Phase Exemption Period”** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

**“Phase Termination Date”** means, with respect to each Phase, the last day of the property tax year which is the 14<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

**“Project”** means all the Equipment, Improvements, and Real Property in the County that the Sponsors or any other Sponsor or Sponsor Affiliate determine to be necessary, suitable, or useful by the Company or such other Sponsor or Sponsor Affiliate in connection with its investment in the County.

**“Real Property”** means real property that the Sponsors use or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

**“Removed Components”** means Economic Development Property which the Company or Sponsor, as the case may be, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

**“Replacement Property”** means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

**“Sponsor”** or “Sponsors”) mean the Company or Companies and any entity that joins with the Companies and participates in the investment in, or financing of, the Project and which meet the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project. An additional Sponsor must join in the Fee Agreement by that Joinder Agreement, the form of which is attached hereto as Exhibit B. The Sponsor may also be a Sponsor Affiliate.

**“Sponsor Affiliate”** means an entity that joins with or is an affiliate of a Sponsor and participates in the investment at the Project and joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

**“State”** means the State of South Carolina.

**“Subdivided Parcel”** shall have the meaning set forth in Section 9.2.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsors, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsors, any other Sponsors or Sponsor Affiliates in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsors or Sponsor Affiliates, as the case may be.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.1. Representations and Warranties of the County.** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Company, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on October 17, 2022 by adopting an Inducement Resolution, as defined in the Act on October 17, 2022.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2. Representations and Warranties of the Sponsors.** Each Company represents and warrants as follows:

(a) The Company is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to develop the Project for the purpose of constructing and operating manufacturing and/or distribution facilities and other commercial enterprises and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

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

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Company to develop the Project in the County.

(f) The Company has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

**ARTICLE III  
THE PROJECT**

**Section 3.1. *The Project.*** The Sponsors intend and expect to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsors anticipate that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsors are not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsors are, a Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by a Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. *Filings and Reports.***

(a) The Company shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator, a Sponsor shall remit to the County Administrator records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation; provided however, at the election of a Sponsor, the fair market value will be determined by appraisal by the Department, in which case the

Real Property and Improvements will be subject to reappraisal no more than once every 5 years; and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company or a Sponsor if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 14 years thereafter or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2021, which is .459, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.

Upon election by a Company or any Sponsor to have any Real Property valued by appraisal of the Department, the Company or Sponsor, as the case may be, shall notify the County and such election shall be evidenced by an amendment to the Fee Agreement.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsors with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

**Section 4.2. FILOT Payments on Replacement Property.** If a Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. *Removal of Components of the Project.*** Subject to the other terms and provisions of this Fee Agreement, a Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. *Damage or Destruction of Economic Development Property.***

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then a Sponsor may terminate this Fee Agreement as to such Sponsor's interest. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. *Condemnation.***

(a) *Complete Taking.* If at any time during the Fee Term, title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of a Sponsor, the Sponsor shall have the option to terminate such Sponsor's interest in this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

## ARTICLE V ADDITIONAL INCENTIVES

**Section 5.1. Infrastructure Credits.** To assist in paying for costs of Infrastructure, the Companies and any qualifying Sponsor are entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. All qualifying expenses of the Sponsors during the Investment Period shall qualify for a 15-year, 10% Infrastructure Credit. Beginning with the first annual FILOT Payment and continuing for the next fourteen annual FILOT Payments, the Sponsor will receive an annual credit in an amount equal to 10% of the annual FILOT Payment with respect to the Project; provided however, a Company or any Sponsor or Sponsor Affiliate may elect to begin application of the Infrastructure Credit in a year other than the year in which the first annual FILOT Payment is made. Such election may be made for each Subdivided Parcel (as defined in Section 9.2), unless already elected by the Company or Sponsor. In such event, the Company, Sponsor or Sponsor Affiliate, as the case may be, shall provide notice to the County Administrator of the County. Upon selection by a Company of the year in which the Infrastructure Credit shall first apply, the Infrastructure Credit will continue to be applied to the next fourteen annual FILOT Payments. In no event may a Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

## ARTICLE VI CLAW BACK

### **Section 6.1. Claw Back.**

(i) If following the end of the seventh (7th) property tax year after the Commencement Date, the County reasonably determines (based on the Sponsors' admissions or other actual data consistent with such finding) that the Sponsors have not achieved 75% of the Minimum Contract Investment Requirement during the Investment Period as of the end of the Investment Period, the County may, in its discretion, reduce the Infrastructure Credits on that portion of the Property that continues to be owned by the Companies or one of their affiliates ("**Developer Assets**") on a prospective basis.

For example (and by way of example only) if the Sponsors invested or cause to be invested \$15,000,000 in real property and real property improvements at the Project by the end of such property tax year (i.e., 50% of \$30,000,000), the County may, at its discretion, reduce the Infrastructure Credits from 10% to 5% (i.e., 50% of 10%), so the Infrastructure Credit is 5% of FILOT Payments made with respect to the Project

(ii) Notwithstanding the foregoing, and for the avoidance of doubt:

- a. The County may, in its discretion, elect to forego any reductions in Infrastructure Credits pursuant to this Section 6.1 hereof or extend the Investment Period pursuant to the provisions of the Act;
- b. Under no circumstances shall the County modify the terms of the Fee Agreement in a manner detrimental to the portion of the property that has been assigned to a Sponsor or Sponsor Affiliate who becomes a Sponsor or Sponsor Affiliate after the date of this Fee Agreement (“Sponsor Assets”). Instead, the claw back provided for by Section 6.1(i) will apply only to the Infrastructure Credits on Developer Assets on a prospective basis and not to Sponsor Assets; and
- c. In the event that Infrastructure Credits are reduced pursuant to Section 6.1 hereof, but following such reduction, the Company proves to the reasonable satisfaction of the County that it is on pace to achieve or has achieved the Minimum Contract Investment Requirement, any prior reductions in Infrastructure Credits may be rescinded in the County’s sole discretion.

## ARTICLE VII DEFAULT

**Section 7.1. Events of Default.** The following are “Events of Default” under this Fee Agreement:

- (a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;
- (b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;
- (c) A representation or warranty made by a Sponsor which is deemed materially incorrect when deemed made;
- (d) Failure by a Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;
- (e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or
- (f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is

corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 7.2. Remedies on Default.**

(a) If an Event of Default by a Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement as to the defaulting Sponsor's interest; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages;

(iii) Notwithstanding anything set forth herein to the contrary, in the event the Sponsors, together with any other Sponsor or Sponsor Affiliate, fail to meet the Contract Minimum Investment Requirement, the County's sole remedy will be the clawback as provided in Article VI.

(b) If an Event of Default by the County has occurred and is continuing, a Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that a Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("**Confidential Information**") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "**Confidential Information.**" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled



Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

**Section 8.3. Indemnification Covenants.**

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

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

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

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

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

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on

this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. *Limitation of Liability.*** The County is not liable to the Sponsors for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsors under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. *Assignment.*** A Sponsor may assign its interest in this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not be unreasonably withheld. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. *No Double Payment; Future Changes in Legislation.*** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. A Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. *Administration Expenses.*** The Sponsors will reimburse, or cause reimbursement to, the County for Administration Expenses in an amount not to exceed \$7,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## ARTICLE IX SPONSOR AND SPONSOR AFFILIATES

**Section 9.1. *Sponsor and Sponsor Affiliates.*** The *Sponsors* may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Act, which Sponsors or Sponsor Affiliates shall be persons who join with the Company and other Sponsors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement. All other Sponsor or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Act are subject to the consent of the County, which consent shall not be unreasonably withheld. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 4.1 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Contract Minimum Investment Requirement by the end of the Investment Period. A Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 9.01 in accordance with Section 12-44-130(B) of the Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become a party to this

Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates. The Sponsor or Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor or Sponsor Affiliate, as the case may be, to the County.

**Section 9.2. Subdivision and Transfer.** The County hereby acknowledges the Company may subdivide the Property into separate parcels (the "**Subdivided Parcels**") and sell or lease such Subdivided Parcels to other Sponsors. Upon execution of the Joinder Agreement, such Sponsors will become subject to the terms of this Fee Agreement. It is intended that each such Sponsor shall be responsible for compliance with the terms and provisions herein as pertains to such Subdivision Parcel. A default by such Sponsor shall not be deemed a default by the other Sponsors hereunder.

## **ARTICLE X MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE COMPANIES:**

Freedom Industrial Partners LLC |  
PO Box 1343  
Bluffton, SC 29910  
Attn: Reed Commercial Partners LLC

Freedom Industrial Partners 2 LLC  
PO Box 1342  
Bluffton, SC 29910  
Attn: Reed Commercial Partners LLC

**WITH A COPY TO (does not constitute notice):**

Haynsworth Sinkler Boyd, P.A.  
Attn: Gary W. Morris  
1201 Main Street, Suite 2200  
Columbia, SC 29201

**IF TO THE COUNTY:**

Jasper County, South Carolina  
Attn: County Administrator  
PO Box 1149  
358 Third Avenue,  
Ridgeland, SC 29936

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein

Attn: Ray Jones  
1221 Main Street, Suite 1100  
Columbia, SC 29201

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsors.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsors any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsors.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentives described in this Fee Agreement are found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]* **IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

REMAINDER OF PAGE INTENTIONALLY BLANK]

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

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

**ATTEST:**

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

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

**FREEDOM INDUSTRIAL PARTNERS LLC |**

By: Reed Commercial Partners LLC  
Its: Manager

Reed Commercial Partners LLC

---

By: John Salmon  
Its: Member

**FREEDOM INDUSTRIAL PARTNERS 2 LLC**

By: Reed Commercial Partners LLC  
Its: Manager

---

By: John Salmon  
Its: Member

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

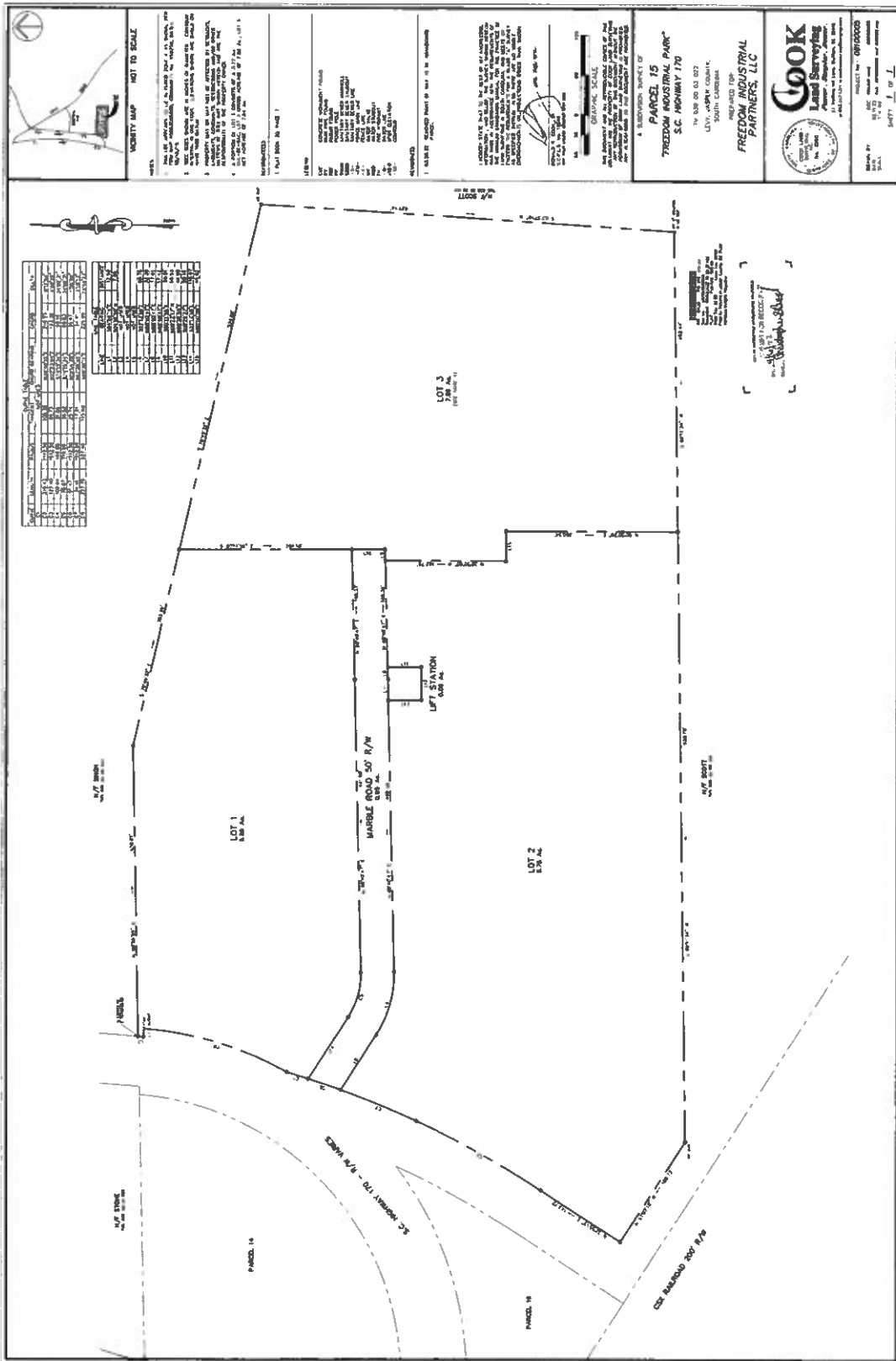
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**EXHIBIT A**  
**PROPERTY DESCRIPTION**

All those certain properties consisting of "Lot 2" and "Lot 3" as delineated on that Plat dated February 11, 2022, prepared by Cook Land Surveying, recorded in Plat Book 38 at Page 416 in the Jasper County Records and attached hereto as Exhibit A-1.



# EXHIBIT A-1



**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective \_\_\_\_\_ m 2021 (“Fee Agreement”), between Jasper County, South Carolina (“County”) and Freedom Industrial Partners LLC and Freedom Industrial Partners 2 LLC (the “Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor/Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor/Sponsor Affiliate under the Fee Agreement and Section 12-44-30(18), Section 12-44-30(20) and Section 12-44-130 of the Act.

[As a Sponsor, \_\_\_\_\_ hereby further agrees to fully perform all of the obligations of the Sponsor set forth in the Fee Agreement.]

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor/Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor/Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor/Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor/Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor/Sponsor Affiliate to join with the Company in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. **Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[ \_\_\_\_\_ ]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_

Name of Entity:

By: \_\_\_\_\_  
Its: Member

\_\_\_\_\_

of Entity:

Name

By: \_\_\_\_\_  
Its: Member

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**JASPER COUNTY, SOUTH CAROLINA**

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

STATE OF SOUTH CAROLINA	)	
	)	AGREEMENT FOR THE ESTABLISHMENT
COUNTY OF JASPER	)	OF MULTI-COUNTY INDUSTRIAL/
	)	BUSINESS PARK (FREEDOM INDUSTRIAL)
COUNTY OF HAMPTON	)	PARK)

**THIS AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (FREEDOM INDUSTRIAL PARK)** for the establishment of a multi-county industrial/business park to be located within Jasper County and Hampton County is made and entered into as of November 21, 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. \_\_\_\_\_, enacted by Jasper County Council on November 21, 2022, and Ordinance No. \_\_\_\_\_ enacted by Hampton County Council on \_\_\_\_\_, 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 established in Jasper County a multi-county industrial/business park (the "Park"), to be located upon property more particularly described in Exhibit A (Jasper); and

**WHEREAS**, as a consequence of the establishment 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 multi-county industrial or business park may be created.

**3. Location of the Park.**

(A) The Park consists of property that is located in Jasper County and which now or will be owned by project sponsors for the purpose of establishing industrial, distribution and/or commercial facilities, the property being more particularly described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Jasper County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the county council of Jasper County and resolution of the county council of Hampton County. Except as permitted by the Intergovernmental Agreement dated as of November 4, 2021 between Jasper County and the City of Hardeeville, South Carolina ("2021 IGA") attached hereto as Exhibit B 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 which shall contain a legal description of the boundaries of the Park as enlarged or diminished, together with a copy of the ordinance of Jasper County Council and resolution of Hampton County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the enactment by Jasper County Council of its ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Jasper County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Jasper County, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be given by certified mail that is deposited with the U.S. Postal Service 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:

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

**6. Allocation of Revenues.** Jasper County and Hampton County shall receive an allocation of all revenues generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

- A. Jasper County – 99%
- B. Hampton County – 1%

Any payment from Jasper County to Hampton County of Hampton County's allocable share of Park revenues: (I) shall be made and accompanied by a statement showing the manner in which total payment and each County's share were calculated. If any Park revenues are received by Jasper County through payment by any owner, or any lessee/tenant, or any other taxpayer is made under protest, or otherwise as part of a dispute, then Jasper County is not obligated to pay Hampton County more than Hampton County's share of the undisputed portion of the Park revenues until thirty (30) days after the final resolution of the protest or dispute.

**7. Revenue Allocation within Each County.** Park revenues generated shall be distributed to and within the County as follows:

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Jasper County and to Hampton County, as the case may be, according to the proportions established by this Agreement. With respect to revenues allocable to Jasper County by way of fees in lieu of *ad valorem* taxes generated from properties within the Park, such revenue shall be distributed within Jasper County pursuant to the terms of the 2021 IGA:

(B) Revenues allocable to Hampton County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Jasper County portion of the Park shall be distributed solely to Hampton County.

**8. 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 Park and the terms of such agreements shall be at the sole discretion of Jasper County.

**9. Consent by the County and Other Municipalities.** In accordance with the Act, the City of Hardeeville, by Resolution No. 2021-11-4F and the terms of the 2021 IGA, has consented to the location of the property within the City's Geographical boundaries of the Park as described on Exhibit A as of the effective date of this agreement.

**10. 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 Sections 6 and 7 herein.

**11. Governing Laws 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.

**11. 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.

**12. 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 of this Agreement.

**13. Counterpart Execution.** This Agreement may be executed in multiple counterparts.

**14. Additional Parties.** This Agreement may be amended from time to time to add additional counties located in South Carolina, subject to Article VIII, Section 13(D) of the Constitution of South Carolina and Title 4, Chapter 1 of the Code, by ordinance of the county council of Jasper County, and by resolution of the county council of Hampton County; provided, however, that to the extent permitted by law, additional counties may be added as parties hereto with only the enactment of an ordinance of the county council of Jasper County only in the event that such additional county's allocation of Park Revenues hereunder shall be allocated solely out of Jasper County's residual net share of the Park Revenues provided for its use and distribution pursuant to Section 7 hereof.

**15. Term; Termination.** Except as specifically provided in this Section 15, Jasper County and Hampton County agree that this Agreement may not be terminated in its entirety by any party and shall

remain in effect for a period equal to the longer of (i) twenty-one (21) years commencing with the effective date of this Agreement or (ii) a period of time of sufficient length to facilitate any special source revenue credits due with respect to Park property. Notwithstanding anything in this Agreement to the contrary, this Agreement may not be terminated to the extent that Jasper County has outstanding contractual commitments to any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property requiring designation of such property as part of a multi-county industrial/business park pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina and/or Title 4, Chapter 1 of the Code (the "Act"), unless Jasper County shall first (i) obtain the written consent of such owner, lessee/tenant, or other taxpayer or (ii) designate such parcel as part of another multi-county industrial/business park pursuant to the Act effective immediately upon termination of this Agreement. Additionally, in the event that Jasper County complies with the preceding sentence, Jasper County may unilaterally terminate this Agreement upon providing thirty (30) days' notice to Hampton County and any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property.

**16. Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Office of Jasper County, for matters within their jurisdiction. If any of the Park properties 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.

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: \_\_\_\_\_  
Chairman, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
County Council Clerk  
Jasper County, South Carolina

HAMPTON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman, County Council  
Hampton County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
County Council Clerk  
Hampton County, South Carolina

Exhibit A (Jasper)  
PARK PROPERTY

All those certain properties consisting of Lot 2 and Lot 3 as more clearly delineated on that Survey dated February 4, 2022, prepared by Cook Land Surveying and attached hereto as Exhibit A-1.



Exhibit A-1

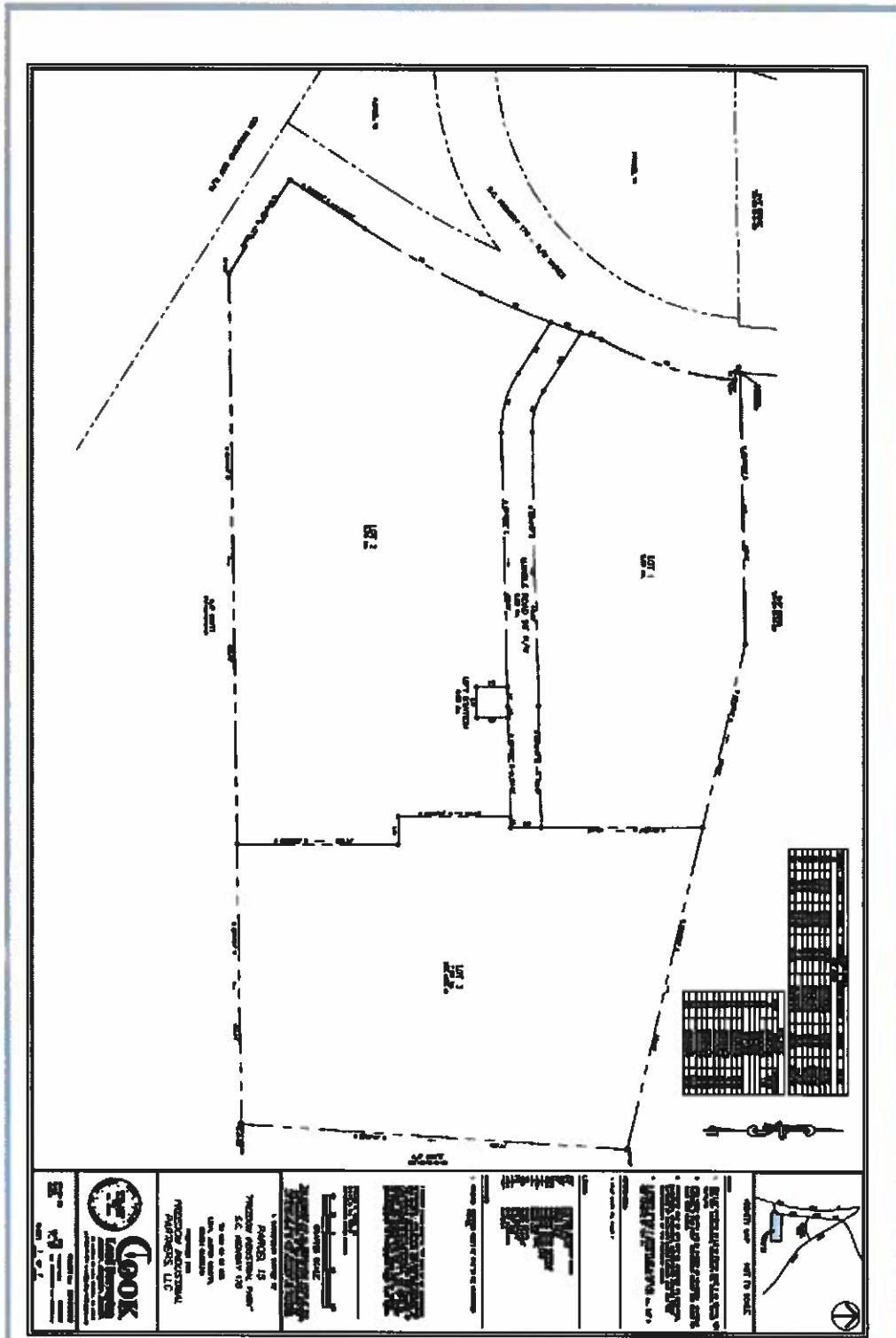


Exhibit B

STATE OF SOUTH CAROLINA )  
 ) INTERGOVERNMENTAL  
 ) AGREEMENT  
COUNTY OF JASPER ) (ECONOMIC DEVELOPMENT  
 ) COOPERATION)  
CITY OF HARDEEVILLE )

WHEREAS, Jasper County, South Carolina ("County") and the City of Hardeeville, South Carolina ("City") desire to establish and agree to the matters set forth herein for purposes of enhancing the economic development competitiveness of the region and providing opportunities for the citizens of the County and the City; and

WHEREAS, the County acting by and through its County Council ("County Council") is empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended, and specifically, Title 4, Chapter 1 ("MCIP Act") to enter into agreements with other counties within the State of South Carolina ("State") for the purpose of creating joint county industrial and business parks ("Parks" or "Park"), pursuant to which certain infrastructure credits ("Credits") are made available to investors locating, improving, or expanding projects within such parks ("Project"); and

WHEREAS, the County may enter into incentive agreements with the developers or companies locating a Regional Project within a Park; and

WHEREAS, a Project may be located within the corporate limits of the County and of the City ("Regional Project"); and

WHEREAS, the MCIP Act does not permit inclusion of a Regional Project within a Park unless the City consents thereto; and

WHEREAS, for the term herein the City desires to provide its blanket consent to the County including Regional Projects in a Park, provided that the County agrees to distribute a portion of the fees in lieu of taxes paid on behalf of a Regional Project ("Fee Revenues") to the City as more particularly described herein; and

WHEREAS, the County and the City have reduced their mutual understandings regarding the conditions to City's blanket consent to this Intergovernmental Agreement ("Intergovernmental Agreement").

NOW, THEREFORE, it is hereby agreed between Jasper County and the City of Hardeeville that:

1. The City consents to the inclusion of Regional Projects in a Park for so long as (A) the City receives from the County a distribution of 27.4% of Fee Revenues paid in connection with any Project ("City Share"), such calculation to be made after (i) the County is reimbursed for any Direct Capital Expenses it incurs related to a Project, (ii) the adjustments set forth in paragraph 2 below, (iii) deduction of Credits from the Fee Revenues in accordance with the provisions of the applicable incentive agreement, and after (iv) distribution of a portion of the Fee Revenues to the appropriate partner county in accordance with the applicable agreement governing the operation of a Park.

For purposes of this Intergovernmental Agreement, the following definitions shall apply:

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**"Direct Capital Expense"** means a capital expenditure necessary to (i) meet a discrete need of a Project, (ii) induce a company or investor to locate on a particular site within the County, or (iii) improve, construct or rehabilitate land and infrastructure needed for a Project.

**"PILOT Act"** shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

**"Impact Fees"** mean one-time fees charged in order to account for and offset (i) a Direct Capital Expense, (ii) the additional costs of providing public services distinctly attributable to a Project, or (iii) the immediate financial impact a Project's increased use of infrastructure or utilities has on existing public infrastructure. Such fees shall bear a reasonable relation to the actual impact of the Project, as detailed in the Written Declaration of Revenues.

**"Operational Fees"** mean either (i) any portion of a fee charged in order to provide funds to offset continuing expenses resulting from general economic growth that may be either directly or indirectly related to a Project, or (ii) fees not properly justified as Impact Fees in the Written Declaration of Revenues; provided, however, permit, license, inspection and other similar fees established by ordinance shall not constitute Operational Fees.

**"Written Declaration of Revenues"** means a written statement provided by the City to the County detailing all fees charged and setting forth whether such fees are generally applicable fees set forth in an ordinance, Impact Fees, or Operational Fees. To the extent any fee is designated an Impact Fee, the Written Declaration of Revenues shall provide the basis for calculating the amount of the Impact Fee.

2. The City's City Share shall be reduced to account for any Operational Fees charged by the City to a Project. The reduction shall be instituted such that the City's projected total receipts of Fee Revenues on an NPV basis from the Project equals the sum of the City's Operational Fee plus the reduced stream of Fee Revenues on an NPV basis over the same period.

3. The amount of any reduction resulting from the application of paragraph 2 shall result in a corresponding increase in the amount of Fee Revenues received by the County and The Jasper County School District ("School District"). Such amount shall be split equally between the County and School District.

4. As soon as practicable after a Regional Project requests inclusion within a Park, the City shall provide to the County a Written Declaration of Revenues setting forth all fees charged to the Project and all Documented Capital Expenditures. Any time thereafter the City charges a fee to a Project, it shall provide an additional Written Declaration of Revenues setting forth all fees charged to the Project and all Documented Capital Expenditures.

5. Unless increased pursuant to paragraph 3, the County will receive a distribution of 32.6% of Fee Revenues paid on behalf of the Project.

6. Unless increased pursuant to paragraph 3, the School District will receive a distribution of 40% of Fee Revenues paid on behalf of the Project.

7. Upon the expiration or earlier termination of the applicable incentive agreement a Project shall be automatically removed from the MCIP.

8. The County agrees not to consent to any assignment of the applicable incentive agreement (to the extent the County's consent is required under the applicable incentive agreement), or agree to any

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amendment or modification of the applicable incentive agreement which increases the percentage of the Credit or the term over which it is granted, without obtaining the written consent of the City.

9. This Intergovernmental Agreement shall be for a term of five years ("Initial Term"). Should the City and County desire to renew this Intergovernmental Agreement upon the expiration of the Initial Term they may do so.

10. Should any part, term, or provision of this Intergovernmental Agreement be finally declared to be invalid or otherwise unenforceable by any court of competent jurisdiction, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder, all of which are hereby declared to be separable.

[signature page follows]

Agreed upon and entered into as of the 5<sup>th</sup> day of November, 2021.

JASPER COUNTY, SOUTH CAROLINA

By: 

Its: County Administrator

CITY OF HARDEEVILLE, SOUTH CAROLINA

By: 

Its: City Manager

# AGENDA ITEM:

## XI-C

Ordinance item C

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #O-2022-29**

**ORDINANCE OF JASPER COUNTY COUNCIL**

An Ordinance authorizing the sale of TMS 063-30-03-010, approximately 11 acres, to P & S Properties M, LLC and to authorize the Jasper County Administrator to execute such deeds and other documents as may be necessary and appropriate to effect the sale.

**WHEREAS**, Jasper County and P & S Properties M LLC, South Carolina limited liability company (“P&S”), have negotiated the terms of a proposed Contract for the Purchase and Sale of Commercial Real Property (“Agreement”) between them by which Jasper County would sell, and P & S would purchase a parcel of approximately 11 acres located on East Industrial Park Road in Ridgeland, said parcel having TMS Number 063-30-03-010, being further described in the attached Exhibit A Legal Description in order to expand and grow the existing commercial enterprise located adjacent thereto; and

**WHEREAS**, the Jasper County Council on August 15, 2022, ratified the initial execution of the Agreement by the Administrator, and authorized the Chairwoman of Jasper County Council to execute on behalf of Jasper County the Agreement; and

**WHEREAS**, in accordance with South Carolina law, Jasper County Council must pass an ordinance authorizing the sale of real property; and

**WHEREAS**, Jasper County Council finds the terms of the Agreement to be fair, equitable and in the best interests of the citizens of Jasper County, and in furtherance of additional economic development within the County, based upon the terms of the Agreement which provides for a significant capital investment pursuant to a separate Special Source Revenue Credit Agreement with the County being adopted and approved contemporaneously with the adoption of this Ordinance;

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

- 1. Jasper County Council hereby acknowledges the prior approval of the Agreement, and the execution and delivery of the Contract for the Purchase and Sale of Commercial Real Property on behalf of the County;
- 2. Jasper County Council adopts the foregoing recitals as part of this Ordinance, and approves the sale of the referenced County property upon the terms and conditions of the Agreement;
- 3. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver on behalf of Jasper County a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property described in the attached Exhibit A Legal Description to the purchaser.
- 4. This Ordinance shall take effect upon approval of the Council.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Barbara B. Clark, Chairwoman

ATTEST:

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

**ORDINANCE O-2022-29**  
 First Reading: 09.06.2022  
 Second Reading: 10.03.2022  
 Public hearing: 11.07.2022  
 Adopted: 11.21.2022

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
David L. Tedder      Date: \_\_\_\_\_



**EXHIBIT A**  
**Legal Description**

**All** that certain piece, parcel, or tract of land, situate, lying and being in Jasper County, Coosawhatchie Township, South Carolina, containing 15.2 acres, more or less, and known as Site B, as shown on plat referenced below, located Northeast of the Town of Ridgeland, and being bound and described as follows: On the North for a distance of 1,200.5 feet by lands, of the Jasper County Development Board; on the East for a distance of 580.02 feet by lands, now or formerly of David Wilson and the right-of-way of S.C. Highway 7-27-341; on the South for a distance of 1,085 feet by lands, now or formerly of Russell Jones; and, on the West for a distance of 577 feet by a dirt road leading to S.C. Highway S-77 and other lands of Jasper County Board.

**LESS:**

All that certain piece, parcel or tract of land, situate, lying and being in Jasper County, South Carolina, containing 3.81 acres, more or less, and being bounded and described as follows: On the North for a distance of 421.93 feet, more or less, by lands now or formerly of General Carbide Corporation; on the East for a distance of 454 feet, more or less, by lands nor or formerly of Singleton and Wilson; on the South for a distance of 345 feet, more, or less, by lands now or formerly of Charles Lawrence; and on the West for distance of 441.16 feet, more or less, by lands nor or formerly of General Carbide Corporation.

For a more particular description, reference is made to that certain plat prepared for Jasper County, South Carolina by Richard Kesselring, R.L.S. dated October 29, 1992 and recorded in Plat Book 20 at Page 15 in the Office of the Register of Deeds for Jasper County, South Carolina.

# AGENDA ITEM:

## XI-D

Ordinance item D

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE # O-2022-35**

**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 P & S PROPERTIES M, 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 (Project Silver Star) by entering into an Agreement for Development of a Joint County Industrial and Business Park (the “Jasper-Hampton Park Agreement (“Project Silver Star”), 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 (Project Silver Star) 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 (Project Silver Star). 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 (Project Silver Star) 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 (Project Silver Star) 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 (Project Silver Star), 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 (Project Silver Star) 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 (Project Silver Star) 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 (Project Silver Star) 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 (Project Silver Star) to the Company and Hampton County. The Jasper-Hampton Park Agreement (Project Silver Star) 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 (Project Silver Star) 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 (Project Silver Star).

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]



### 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 )  
) ) **AGREEMENT FOR DEVELOPMENT OF A**  
COUNTY OF JASPER ) ) **JOINT COUNTY INDUSTRIAL AND**  
) ) **BUSINESS PARK (PROJECT**  
COUNTY OF HAMPTON ) ) **SILVERSTAR)**  
) )

**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 \_\_\_\_, 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. 2022 O-\_\_\_\_\_ enacted by Jasper County Council on November 21, 2022, and Ordinance No. [\*\*\*], enacted by Hampton County Council on \_\_\_\_, 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 (Project Silver Star), 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 P & S Properties, LLC (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 until December 31, 2027, or such other 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 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 B. Clark, Chairperson, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_ Date:  
David L. Tedder

*[signature page 1 to Agreement for Development of a Joint County Industrial and Business Park (Project SilverStar)(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 SilverStar) (Jasper County/Hampton County Park)]*

**Exhibit A (Jasper Property)**

**Jasper County Property**

**All** that certain piece, parcel, or tract of land, situate, lying and being in Jasper County, Coosawhatchie Township, South Carolina, containing 15.2 acres, more or less, and known as Site B, as shown on plat referenced below, located Northeast of the Town of Ridgeland, and being bound and described as follows: On the North for a distance of 1,200.5 feet by lands, of the Jasper County Development Board; on the East for a distance of 580.02 feet by lands, now or formerly of David Wilson and the right-of-way of S.C. Highway 7-27-341; on the South for a distance of 1,085 feet by lands, now or formerly of Russell Jones; and. on the West for a distance of 577 feet by a dirt road leading to S.C. Highway S-77 and other lands of Jasper County Board.

**LESS:**

All that certain piece, parcel or tract of land, situate, lying and being in Jasper County, South Carolina, containing 3.81 acres, more or less, and being bounded and described as follows: On the North for a distance of 421.93 feet, more or less, by lands now or formerly of General Carbide Corporation; on the East for a distance of 454 feet, more or less, by lands nor or formerly of Singleton and Wilson; on the South for a distance of 345 feet, more, or less, by lands now or formerly of Charles Lawrence; and on the West for distance of 441.16 feet, more or less, by lands nor or formerly of General Carbide Corporation.

For a more particular description, reference is made to that certain plat prepared for Jasper County, South Carolina by Richard Kesselring, R.L.S. dated October 29, 1992 and recorded in Plat Book 20 at Page 15 in the Office of the Register of Deeds for Jasper County, South Carolina.

**Exhibit B (Hampton Property)**

**Hampton County Property**

NONE

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**  
**COUNTY OF JASPER**

**ORDINANCE O-2022-36**

**AN ORDINANCE**  
**OF JASPER COUNTY COUNCIL**

AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO P & S PROPERTIES M, LLC; AND OTHER RELATED MATTERS.

WHEREAS, Jasper County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Hampton County, South Carolina, a multi-county industrial business park (“Park”) pursuant to that certain agreement for the development of a joint county industrial and business park (Project SilverStar) dated as of \_\_\_\_, 2022, which governs the operation of the Park;

WHEREAS, P & S Properties M, LLC (“Company”) desires to establish a warehouse facility within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$24,000,000;

WHEREAS, at the Company's request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project ("Property") in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the final form of which is attached as Exhibit A ("Agreement"), to provide Infrastructure Credits against certain of the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

**Section 1. *Statutory Findings.*** Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

**Section 2. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.*** The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

**Section 3. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

**Section 4. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 5. *General Repealer.*** Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 6. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

Enacted and approved, in a meeting duly assembled, this 21<sup>st</sup> day of November, 2022.

JASPER COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

**ORDINANCE #O-2022-36**

First Reading:       October 3, 2022  
Second Reading:     November 7, 2022  
Public Hearing:       November 7, 2022  
Third Reading:       November 21, 2022

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
David L. Tedder

\_\_\_\_\_  
Date:

**EXHIBIT A**  
**FORM OF AGREEMENT**

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**JASPER COUNTY, SOUTH CAROLINA**

**and**

**P & S PROPERTIES M. LLC**

**Effective as of: November 21, 2022**

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## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [November 7], 2022 (“Agreement”), is by and between JASPER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and P & S PROPERTIES M, LLC, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Hampton County, South Carolina, a multi-county industrial business park (“Park”) pursuant to that certain agreement for the development of a joint county industrial and business park (Project SilverStar) dated as of November 21, 2022, which governs the operation of the Park;

WHEREAS, to establish a warehouse facility within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$24,000,000;

WHEREAS, by ordinance No. 2022-O \_\_\_\_\_ enacted by the County on November 21, 2022, the County authorized the creation of the Park to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, by ordinance No. 2022 O \_\_\_\_\_ enacted by the County on November 21, 2022 (“Ordinance”), the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

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



## **ARTICLE I REPRESENTATIONS**

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

**Section 1.2. *Representations by the Company.*** The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment and Jobs Commitment, each as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

## **ARTICLE II INFRASTRUCTURE CREDITS**

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$24,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2027 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

**Section 2.2. Infrastructure Credits.**

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

**Section 2.3. Clawback.** If the Company fails to meet the Investment Commitment by the Certification Date, then the Infrastructure Credit shall be immediately reduced prospectively by the Clawback Percentage (as calculated below) for the remainder of the Credit Term, if any, and the Company shall repay a portion of the Infrastructure Credits received.

The portion of the Infrastructure Credit to be repaid ("Repayment Amount") is based on the amount by which the Company failed to achieve the Investment Commitment or Jobs Commitment and is calculated as follows:

**Repayment Amount = Total Received x Clawback Percentage**

**Clawback Percentage = 100% - Investment Achievement Percentage**

**Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment**

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Jobs Commitment**

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Investment Commitment and the Jobs Commitment will be counted.

*For example, and by way of example only, if the Company had received \$154,000 in Infrastructure Credits, and had invested \$12,000,000 by the Certification Date, the Repayment Amount would be calculated as follows:*

$$\text{Investment Achievement Percentage} = \$24,000,000 / \$12,000,000 = 50\%$$

$$\text{Clawback Percentage} = 100\% - 50\% = 50\%$$

$$\text{Repayment Amount} = \$154,000 \times 50\% = \$77,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.4 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

**Section 2.4. Filings.** To assist the County in administering the Infrastructure Credits, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2022, deliver to the County Administrator and County Attorney of the County information reasonably required by County to assist it in administering and monitoring the Credit with respect to the Company.

**Section 2.5. Cumulative Infrastructure Credit.** The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

### ARTICLE III DEFAULTS AND REMEDIES

**Section 3.1. Events of Default.** The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 3.2. Remedies on Default.**

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 3.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 3.4. Remedies Not Exclusive.** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

**Section 3.5. Nonwaiver.** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV  
MISCELLANEOUS**

**Section 4.1. Examination of Records; Confidentiality.**

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant

to this Agreement as “Confidential Information.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. *Assignment.*** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

**Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.*** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. *Severability.*** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

**Section 4.5. *Limitation of Liability.***

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 4.6. *Indemnification Covenant.***

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

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt

of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

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

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

**Section 4.7. Notices.** All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County: Jasper County, South Carolina  
Attn: County Administrator  
358 Third Avenue, Suite 303  
Ridgeland, South Carolina 29936  
Phone: 843.717.3690

with a copy to  
does not constitute notice): Jasper County, South Carolina  
Attn: County Attorney  
358 Third Avenue, Suite 202  
POB 420  
Ridgeland, South Carolina 29936  
Phone: 843.717.3688

if to the Company: P & S Properties M, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to

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The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$7,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**Section 4.9. *Entire Agreement.*** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.10 *Agreement to Sign Other Documents.*** From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

**Section 4.11. *Agreement's Construction.*** Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 4.12. *Applicable Law.*** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.13. *Counterparts.*** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.14. *Amendments.*** This Agreement may be amended only by written agreement of the Parties.

**Section 4.15. Waiver.** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

**Section 4.16. Termination.** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

**Section 4.17. Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*



**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 B. 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 INFRASTRUCTURE CREDIT AGREEMENT]*

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

**P & S PROPERTIES M, LLC**

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

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

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

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

**All** that certain piece, parcel, or tract of land, situate, lying and being in Jasper County, Coosawhatchie Township, South Carolina, containing 15.2 acres, more or less, and known as Site B, as shown on plat referenced below, located Northeast of the Town of Ridgeland, and being bound and described as follows: On the North for a distance of 1,200.5 feet by lands, of the Jasper County Development Board; on the East for a distance of 580.02 feet by lands, now or formerly of David Wilson and the right-of-way of S.C. Highway 7-27-341; on the South for a

distance of 1,085 feet by lands, now or formerly of Russell Jones; and. on the West for a distance of 577 feet by a dirt road leading to S.C. Highway S-77 and other lands of Jasper County Board.

**LESS:**

All that certain piece, parcel or tract of land, situate, lying and being in Jasper County, South Carolina, containing 3.81 acres, more or less, and being bounded and described as follows: On the North for a distance of 421.93 feet, more or less, by lands now or formerly of General Carbide Corporation; on the East for a distance of 454 feet, more or less, by lands nor or formerly of Singleton and Wilson; on the South for a distance of 345 feet, more, or less, by lands now or formerly of Charles Lawrence; and on the West for distance of 441.16 feet, more or less, by lands nor or formerly of General Carbide Corporation.

For a more particular description, reference is made to that certain plat prepared for Jasper County, South Carolina by Richard Kesselring, R.L.S. dated October 29, 1992 and recorded in Plat Book 20 at Page 15 in the Office of the Register of Deeds for Jasper County, South Carolina.

**EXHIBIT B (See Section 2.3)**

**DESCRIPTION OF INFRASTRUCTURE CREDIT**

A credit in the total amount of \$154,000.00, 20% of which shall be given/taken equally over 5 years commencing in 2023.

# AGENDA ITEM:

## XI-F

Ordinance item F

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE O-2022-37**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

TO AUTHORIZE JASPER COUNTY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING/LEASE AGREEMENT WITH THE POLARIS TECH CHARTER SCHOOL FOR THE LEASE OF THE ATHLETIC FACILITIES AT THE AIRPORT FIELD COMPLEX.

**WHEREAS**, Jasper County is the owner of real property having the Tax Map Number 063-21-01-004 generally known as the Airport Field Complex (the “Field Facility”) adjacent to the Richard Claude Dean Regional Airport in Ridgeland, South Carolina bearing; and

**WHEREAS**, the Polaris Tech Charter School is a State Charter School which shares with Jasper County the common interest of providing the residents of Jasper County with quality and well-maintained athletic facilities; and

**WHEREAS**, Jasper County and Polaris Tech previously had Memoranda of Understandings which, among other things, provided for the non-exclusive Lease of the Field Facility in exchange for their assistance in cultivating, grading, and laying of new sod on the Game Field with grass, and now desire to enter into an extension/renewal of the Memorandum of Understanding/Lease Agreement by execution of the attached Memorandum of Understanding/Lease Agreement, which, among other things, provides for an allocation of responsibilities and terms for the use and occupancy of the Field Facility; and

**WHEREAS**, Jasper County Council believes that it would be a benefit for the citizens of Jasper County to enter into the Memorandum of Understanding/Lease Agreement, which will provide enhanced recreational opportunities not just for the students of Polaris Tech Charter School, but the general citizenry of Jasper County from time to time;

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

1. Jasper County Council approves the Memorandum of Agreement/Lease Agreement of the Field Facilities as described above to the Polaris Tech Charter School on terms substantially consistent with those include in the attached Exhibit “A;” and

upon approval of the Memorandum of Understanding/Lease Agreement, and other related documents by the County Attorney, the County Administrator shall be and is hereby authorized to execute, and the Clerk to Council is hereby authorized to attest and deliver such Memorandum of Agreement/Lease Agreement, and other related documents as may be necessary or desirable and in so doing, to bind Jasper County to the terms of the Memorandum of Agreement/Lease Agreement.

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

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**Barbara B. Clark**  
**Chairwoman of County Council**

**ATTEST:**

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

**Ordinance# O-2022-37**  
**First Reading:** November 7, 2022  
**Second Reading:** November 21, 2022  
**Public Hearings:** \_\_\_\_\_  
**Adopted:** \_\_\_\_\_

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

**MEMORANDUM OF UNDERSTANDING/LEASE AGREEMENT.**

Reviewed for form and draftsmanship by the Jasper County Attorney.

---

**David L. Tedder**

---

**Date**

**EXHIBIT "A"**

**Memorandum of Understanding/Lease Agreement (MOU)**

**Between**

**Jasper County Parks and  
Recreation Department**

**And**

**Polaris Tech Charter School**





**Memorandum of Understanding/Lease Agreement (MOU)  
Between**

**Jasper County Parks and  
Recreation Department**

**And**

**Polaris Tech Charter School**

**For Lease of  
The Jasper County Parks and Recreation Division  
Airport Field Complex (Old Jaycees' Field)**

This Memorandum of Understanding (MOU) establishes collaboration between the Jasper County Parks and Recreation Department, 358 Third Avenue, Ridgeland, SC 29936 (Attn: County Administrator) and Polaris Tech Charter School, 1508 Grays Highway, Ridgeland, SC 29936.

**I. MISSION**

The Jasper County Parks and Recreation Department (the "Department") is committed to enhancing its community through collaborative efforts to provide the best recreation facilities, programs, and event opportunities that promote a safe, fun, and entertaining environment.

Together, the Parties enter into this MOU to establish collaboration, whereas the Department will provide athletic facilities and services at the "Airport Field Complex" (old Jaycees field) to serve as practice and game facilities for the Polaris Tech Charter School Athletic Teams. Accordingly, the Department and Polaris Tech Charter School, operating under this MOU agree as follows:

**II. PURPOSE AND SCOPE**

The Department and Polaris Tech Charter School share the common interest of providing the residents of Jasper County with quality and well-maintained athletic facilities that provide a safe environment for all participants and guests to the facility.

The primary beneficiaries of this MOU are the Polaris Tech Charter School Athletic Teams and their respective fanbase, visiting teams and respective fanbase along with members of the public. Note that this MOU will not prevent other teams of the Department or other schools / Leagues from using the facility when it is not being used by students of Polaris Tech.

### III. RESPONSIBILITIES

Each party will appoint individuals to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

Kim Staler, Executive Director, Polaris Tech Charter School  
[kimstaler@polaristech.org](mailto:kimstaler@polaristech.org) - 843.645-0605

Devonte Genwright, Parks and Recreation Department Director  
[dgenwright@jaspercountysc.gov](mailto:dgenwright@jaspercountysc.gov) – 843.784-5136

#### A. The Department will: *Regarding “Airport Field Complex” usage*

- Provide accessibility of the “Airport Field Complex” for Polaris Tech Charter School for home games for the fall and spring soccer season. (Aug. 1<sup>st</sup> – May 1st)
- Provide access for athletic practices during the hours of 4:00 pm to 6:00pm, Monday thru Friday.
- Provide game day support to open facilities and turn on the field lights or issue keys to the Athletic Director in lieu of staff support.
- Provide routine maintenance (grass cutting, fertilizing, etc.) and repairs of grounds and related facilities inside the Airport Field Complex, to include the maintenance of an existing irrigation system adequate to maintain the turf of the “Game Field Area”
- Provide Department contact information including office phone number, cell phone and email of essential staff.
- Maintain general liability insurance for this facility.

#### B. Polaris Tech Charter School Athletic Teams will:

- Furnish the Department with a schedule of all games 30 days prior to the start of the season.
- Provide portable restrooms for each game with necessary supplies for players and visitors.

- Furnish all necessary field equipment for game day related needs that follow “Department” usage compliance.
- Notify the Parks Director or designee of schedule changes due to cancellations, forfeitures, deletions, additions with 48 hours. *\*Changes for use of fields for games cannot be guaranteed or scheduled until such changes are cleared through the Park Director or designee and by availability.*
- Be responsible for all game day related gate and concession sales to include set up and take down. Polaris Tech Charter School shall be responsible for obtaining any applicable licenses.
- Be responsible for any cleanup related to field usage and concession sales within the turf complex and along Airport Road where vehicles may have parked immediately following the end of gameday activities. .
- Provide the Parks Director with the Polaris Tech Charter School Athletic Teams, related coaches contact information including office phone number, cell phone and email of essential staff.
- Comply with all applicable laws, statutes, regulations, and ordinances set forth by Jasper Co. Parks and Recreation Department and the S.C. High School League.
- Provide certified athletic trainers for all activities and security during games. Polaris Tech Charter School Athletic Teams shall be responsible for scheduling and payment of any additional costs required in order to provide athletic trainers and security.
- Pay a maintenance fee of \$250 / month during the athletic season (Aug. - May) to help with water for irrigation, electricity, trash collection and cost of maintaining the field (grass cutting, fertilizing, etc).
- Retain insurance on all Polaris Tech Charter School Athletic Teams, coaches, players, officers, employees, and agents, while utilizing such facilities. A copy of certificate of insurance shall be provided to the Parks Department prior to the start of the season.

#### **IV. NOTICE OF PRIORITY FOR EMERGENCY SERVICES (ES) USAGE / PARKING**

- In the event that a Local or State Emergency is issued or an Emergency Services (ES) / National Guard Training exercise is deemed necessary which calls for Lease of the “Airport Field Complex”, all parties involved will give priority for the field to be Leased as such.
- ES will not be liable for any damages that may occur to the “Airport Field Complex” as

a result of the exercises or logistical set up, however they will work to try and operate in a manner resulting in as little damage as possible. A Logistics Map will be created by the ES staff and approved by the Parks and Recreation Director, ES Director and a representative of Polaris Tech.

- Polaris Tech Charter School will work to insure that no player, coach or spectator parks on any portion of Airport property or ES staff parking lot. In addition all vehicles will be towed if they are deemed as blocking any exits, portions of road / access points that prevent emergency vehicles from getting to and from the “Airport Field Complex” or Airport.

## **V. TERMS OF UNDERSTANDING**

The term of this MOU is from Aug. 1, 2022 through May 1, 2024. It shall be reviewed to ensure that it is fulfilling its purpose and intent as well as to make any necessary revisions. Failure by Polaris Tech Charter School to meet any obligations outlined in this agreement may result in early termination of this agreement.

## **VI. INSURANCE**

Polaris Tech Charter School Athletic Teams shall provide comprehensive General Liability Insurance with minimum limits of liability for bodily injury in the amount of \$1,000,000 for each occurrence and minimum limits of liability for property damage in the amount of \$1,000,000 for each occurrence. Polaris Tech Charter School Athletic Teams shall also name Jasper County as “additionally insured” and present a copy of Certification of Insurance to the Department.

## **VII. INDEMNIFICATION AND HOLD HARMLESS**

Polaris Tech Charter School Soccer Team shall not hold the Department liable for damages for personal injuries, damages to personal properties, damages to Polaris Tech Charter School Athletic Team properties, or death of any person(s). Polaris Tech Charter School Athletic Teams hereby indemnifies and holds the Department harmless from any and all claims, demands, judgments, losses, and expenses, including reasonable attorney’s fees, arising out of or resulting from the activities of Polaris Tech Charter School Athletic Teams, its employees, agents, spectators, or officers.

## **VIII. APPLICABLE LAWS**

This MOU shall be governed by and construed in accordance with the laws of the State of South Carolina as well as the laws, statutes, and ordinances of Jasper County.

## **IX. NOTICES**

All notices required to be given under this MOU shall be delivered to the individuals who are listed below as signatories. Any party signing this document certifies that they have read this MOU, understands it, voluntarily agrees to its terms, and possesses the requisite authority to

represent and legally bind the party on whose behalf he/she signs. This MOU supersedes any verbal, unwritten or written contract, agreement, understanding or MOU previously existing between the parties or believed to exist between the parties.

**X. AUTHORIZATION**

This Memorandum of Understanding is an agreement between the parties signed here. The undersigned officials are duly authorized to enter into this MOU for the respective organizations.

**XI. ATTACHMENT**

A map of the Airport Field Complex is attached.

Agreed and Accepted.

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Devonte Genwright Parks & Recreation Director County of Jasper	Date
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Kim Statler Polaris Tech Charter School Executive Director	Date
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Andrew P. Fulghum County Administrator County of Jasper	Date
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# AGENDA ITEM:

## XI-G

Ordinance item G

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #O-2022-32**

**ORDINANCE OF JASPER COUNTY COUNCIL**

An Ordinance authorizing the sale of TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.40 acres, and TMS 048-00-01-032, approximately 2 acres, to Gopher Hill Holdings, LLC, or its assigns, and to authorize the Jasper County Administrator to execute such contracts, deeds and other documents as may be necessary and appropriate to effect the sale.

**WHEREAS**, Jasper County and Gopher Hill Holdings, LLC (“GHH”) have negotiated the terms of a proposed Contract for the Purchase and Sale of Commercial Real Property (“Agreement”) between them by which Jasper County would sell, by and through St. Peters Parish/Jasper County Public Facilities Corporation, and GHH would purchase three parcels of land totaling approximately 25.02 acres located at the Cypress Ridge Industrial Park, said parcels having TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.40 acres, and TMS 048-00-01-032, approximately 2 acres, in order to expand and grow the existing commercial enterprise located adjacent thereto; and

**WHEREAS**, the Agreement further provides for the acquisition from GHH by Jasper County at closing as part of the sales price of the properties being acquired by GHH, title to approximately 25.52 acres, more or less, located in the Cypress Ridge Industrial Park; and

**WHEREAS**, the Jasper County Council on October 3, 2022, approved the negotiation and execution of the Agreement by the Administrator on behalf of Jasper County; and

**WHEREAS**, subsequently, a modification to the Agreement was requested by GHH, which has been presented to Council for ratification by Council and authorization for the Administrator to execute; and

**WHEREAS**, in accordance with South Carolina law, Jasper County Council must pass an ordinance authorizing the sale of real property; and

**WHEREAS**, Jasper County Council finds the terms of the modified Agreement to be fair, equitable and in the best interests of the citizens of Jasper County, and in furtherance of additional economic development within the County;

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

1. Jasper County Council hereby acknowledges the approval of the Agreement, a copy of which is attached as Exhibit "A", and the execution and delivery of the Agreement for the Purchase and Sale of commercial real property on behalf of the County;
2. Jasper County Council adopts the foregoing recitals as part of this Ordinance, and approves the sale of the referenced County property, and the acceptance of the property being transferred from Gopher Hill Holdings, LLC, upon the terms and conditions of the Agreement;
3. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver on behalf of Jasper County an executed copy of the modified Agreement (Exhibit "A"), a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser and obtain title to the properties being transferred from Gopher Hill Holdings, LLC, as part of this transaction as more particularly described in the Agreement, as modified.
4. County Council authorizes the acceptance of the two parcels of land referenced in the Agreement as partial payment for the property being transferred from the County, and the County Administrator, with the assistance of the County Attorney, is further authorized to execute and



deliver on behalf of Jasper County, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property referenced to Jasper County.

5. In connection with the execution and delivery of the deeds and other documents authorized hereunder, the County Administrator, with the advice and counsel of the County Attorney, is fully authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, amendments, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.
6. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the contracts, contract amendments, deeds, acceptance of the deeds from Gopher Hill Holdings, LLC and its affiliates, including the negotiation of the terms related thereto and any other agreements prior to the enactment of this Ordinance are ratified and confirmed.
7. This Ordinance shall take effect upon approval of the Council.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Barbara B. Clark, Chairwoman

ATTEST:

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

**ORDINANCE# O-2022-32**

First Reading: 10.17.2022

Second Reading: 11.21.2022

Public hearing: \_\_\_\_\_

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
David L. Tedder      Date: \_\_\_\_\_

## AGREEMENT OF PURCHASE AND SALE

*Oct.* THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") made this 17<sup>th</sup> day of Oct., 2022, by and between JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter "Seller"), by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation and GOPHER HILL HOLDINGS, LLC, a Georgia limited liability company (hereinafter "Purchaser").

### RECITALS:

1. Seller owns certain real property in Jasper County, South Carolina, consisting of 1) approximately 10.62 acres of land with a steel commercial building located thereon, more specifically identified as tax map number 048-00-01-029, and 2) approximately 12.40 acres without improvements more specifically identified as tax map number 048-00-01-012, and 3) approximately 2.00 acres without improvements more specifically identified as tax map number 048-00-01-032, all having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, being more particularly described on Exhibit A attached hereto (the "Property").

2. Purchaser desires to purchase the Property.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property.** Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, that certain parcel of land, together with any existing improvements thereon, consisting of approximately 10.62 acres, a parcel consisting of approximately 12.40 acres, and a parcel consisting of approximately 2.00 acres located in Jasper County, South Carolina, as more particularly shown on Exhibit A (the "Property"), together with the portion of all easements, personal property, contract rights, permits, licenses and other rights benefitting and pertaining to the Property.

1.1 Seller agrees to grant to Purchaser access to the parcel TMP 048-00-01-012 from Cypress Ridge Drive South by right of way/easement. Such access to accommodate two roads for separate ingress and egress.

2. **Purchase Consideration; Earnest Money.**

2.1 **Purchase Consideration.** The purchase price for the Property shall be a combination of cash and property as follows:

a. \$10,000.00, earnest money deposit, the receipt of which is acknowledged (to be held by the escrow agent named below);

b. Two parcels of unimproved land currently owned by purchaser, specifically 25.52 acres, more or less (TMP 048-00-01-007) and 19.09 acres more or less (TMP 048-00-01-005),

c. \$ 1,490,000.00, representing the balance of the purchase price to be due and payable at closing (as defined below), and such costs as are Purchaser's responsibility, subject to such adjustments and prorations provided herein.

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

2.2.1 Purchaser enters into this Agreement based on the proposed incentives from various parties relating to tax abatement, upfit funding, etc. These incentives will be contracted under separate agreements that accrue to the benefit of the Purchaser and/or the subsequent lessee.

2.2.2 Tax abatement incentives apply to the all land and buildings being conveyed to purchaser in this transaction.

2.3 **Earnest Money.**

Within three (3) business days after the Effective Date, Purchaser shall deposit with Harvey and Battey, PA (the "Escrow Agent"), having an address of 1001 Craven Street, Beaufort, SC 29902 Attention: Kevin Dukes, Esq. ("Escrow Agent"), the amount of TEN THOUSAND AND NO/00 Dollars (\$10,000.00) (the "Earnest Money"), paid by check or wire transfer. The Earnest Money shall be fully refundable during the Feasibility Period (as defined herein). Thereafter, the Earnest Money shall be deemed non-refundable to Purchaser, except in the event of a Seller default or as otherwise provided for herein. Unless earlier disbursed, the Earnest Money shall be disbursed to Seller and credited against the Purchase Price at the Closing. The Earnest Money shall be held in a non-interest bearing IOLTA trust account.

This Agreement constitutes and shall serve as escrow instructions to Escrow Agent for the purposes of administering the escrow account and Earnest Money. In the event (i) any dispute arises between Seller and Purchaser regarding the disbursement of the Earnest Money or (ii) Escrow Agent receives conflicting instructions with respect thereto, Escrow Agent shall withhold such disbursement until otherwise instructed in writing by both parties or until directed by a court of competent jurisdiction. If Escrow Agent incurs fees or expenses as a result of such a dispute, then Seller and Purchaser shall split equally the payment of such fees and/or expenses between them. Seller and Purchaser agree that, except as provided herein, Escrow Agent shall incur no liability whatsoever in connection with Escrow Agent's performance under this Agreement. Seller and Purchaser hereby jointly and severally release and waive any claims they may have against Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage caused by any of its employees' acts of wanton or willful misconduct while performing as Escrow Agent. It is acknowledged David L. Tedder, Esq., is the Jasper County Attorney, and also is "of counsel" with the law firm of Harvey and Battey. Inasmuch as the Escrow Agent's duties are ministerial, Purchaser and Seller, after disclosure and an opportunity to seek independent legal advice, hereby waive any conflict of interest and agree that David L. Tedder shall not be disqualified from acting as the Seller's attorney in this or any of the other transactions contemplated herein; i.e., the purchase of the two parcels of land identified above.

3. **Survey.**

Within the Feasibility Period, Purchaser may cause the preparation of a survey of the Property (the "Survey") by a registered South Carolina surveyor of Purchaser's choice.

4. **Inspection.**

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

commitments, drainage reports, soils reports, zoning restrictions, deed restrictions, and other similar documents, and all recorded instruments affecting the Property .

Commencing on the Effective Date and expiring on November 15, 2022 (the “Feasibility Period”), Purchaser’s and/or its agents, consultants, contractors, employees and principals (“Purchaser’s Agents”) shall have the right to investigate the Property and all matters relevant to the acquisition, ownership, development, permitting, governmental approval, and utility supply of and for the Property, including, without limitation, the right to enter onto the Property to conduct, at Purchaser’s sole cost and expense, such physical, engineering, environmental, soil and feasibility studies on the Property as Purchaser deems appropriate. No inspection, examination, study, or test shall interfere with Seller’s use of the Property and/or violate any law or regulation of any governmental entity having jurisdiction over the Property. Purchaser acknowledges that, as of the expiration of the Feasibility Period, Purchaser will have had a full opportunity and adequate time to inspect and investigate the condition of the Property to Purchaser’s full satisfaction.

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

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

## 5. Closing.

5.1 Closing Date. Closing shall occur on or before November 22, 2022. The date on which Closing occurs shall be referred to as the “Closing Date”.

## 5.2 Closing Costs and Prorations.

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

At the Closing, Purchaser shall pay or cause to be paid on Purchaser’s behalf (i) all costs and charges incident to any mortgage executed by Purchaser, including, without limitation, recording fees, mortgagee’s title insurance premiums, mortgage application, origination, and assumption fees, and survey costs, if applicable; (ii) the recording fees for recording the Deed; (iii) Survey fees; (iv) owner’s title

insurance premiums, endorsements and fees; and (v) any costs incurred by Purchaser, including its own attorneys' fees.

Ad valorem taxes against the Property shall not be pro-rated, as County-owned property is exempt and no tax has been assessed for tax year 2022.

### 5.3 Title.

Purchaser shall obtain, at Purchaser's sole cost and expense, a commitment for an owner's policy of title insurance for the Property (the "**Title Commitment**"), which Title Commitment shall be issued by a South Carolina licensed title insurance company (the "**Title Company**"). Purchaser shall have until October 28, 2022 at 5:00 p.m. ("**Title Review Period**") to review the status of title to the Property, obtain the Survey at Purchaser's expense (if desired), and deliver written notice to Seller of any objections Purchaser may have to title exceptions or defects identified in such commitment or disclosed by such Survey other than Permitted Exceptions (the "**Title Objections**").

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

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

Purchaser, at its sole cost and expense, may obtain an updated Title Commitment (the "**Updated Commitment**") for the Property at any time prior to Closing and, if exceptions are noted to which Purchaser may object hereunder and were not listed as exceptions in the initial Title Commitment, Purchaser may notify Seller within five (5) days after the date of such Updated Commitment, but not later than the Closing Date, and the foregoing provisions relating to Seller's opportunity to cure shall apply. The Closing Date shall be extended as necessary to permit Seller the opportunity to cure as provided herein, sure the Seller elect to attempt a cure. If Purchaser raises an objection based on the Updated Commitment and Seller elects

not to cure the objection, Purchaser may terminate this Agreement and receive a return of the Earnest Money. Notwithstanding the foregoing, Seller shall not knowingly permit any exceptions or encumbrances against the Property after the Effective Date without Purchaser's express written consent.

#### 5.4 Closing Documents.

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

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

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

(c) **No Lien Affidavit.** An affidavit and indemnification agreement, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company), that there are no amounts owed for labor, materials or services with respect to the Property.

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

(e) **Residency Certificates.** Certificates, certifying under oath, that the Seller is not a "non-resident" within the meaning of S.C. Code Section 12-8-580 nor a "foreign person" as defined in Section 1445 of the U.S. Internal Revenue Code.

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

(g) **Withholding Affidavit.** Non-Resident Seller Withholding Affidavit (Form 1-295) (SC Code Section 12-8-580) and, if applicable, a Non-Resident Real Estate Withholding Certificate (Form I-290).

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

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

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

#### 6. **Seller's Representations.**

Seller represents to Purchaser as follows:

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

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

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

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

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

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

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

**7. Purchaser's Representations.**

Purchaser represents to Seller as follows:

Purchaser is a limited liability company, established under the laws of the State of Georgia.

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

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

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

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

## **8. General Provisions.**

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

## **8.2 No Joint Venture; Third-Party Beneficiaries.**

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

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

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

## **8.4 Default and Remedies.**

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

(b) **Seller Default.** If Seller fails to perform its obligations under this Agreement, or breaches any representation or covenant hereunder, Purchaser may give Seller a Notice of Default as provided below, and if Seller fails to cure within the time period required, Purchaser may declare Seller in default and either (i) bring an action for specific performance, in which event Purchaser shall be entitled to recover its costs and reasonable attorney's fees incurred, or (ii) terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be immediately



refunded to Purchaser, and the Purchaser may seek such remedies available under the law or in equity.

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

(d) **Attorneys' Fees.** In the event that either party pursues legal action to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to collect from the non-prevailing party its legal fees and costs incurred in the action, including all costs and fees incurred in preparation, filing, and prosecution of the action at the trial and appellate levels, in bankruptcy proceedings, and in post-judgment collection proceedings.

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

**If to Purchaser:**

Gopher Hill Holdings, LLC  
POB 73  
Savannah, GA 31402  
Email: ~~rbooker@tracotractors.com~~

**With a copy to:**

Randall S. Booker  
POB 73  
Savannah, GA 31402  
rshooker@comcast.net

**If to Seller:**

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

**With a copy to:**

Jasper County Attorney  
David L. Tedder  
358 Third Ave, Suite 203 (Street Only)  
PO Box 420 (Mailing)  
Ridgeland SC, 29936  
[dtedder@jaspercountysc.gov](mailto:dtedder@jaspercountysc.gov)

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

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

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

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

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

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

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

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

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

8.14 **Waiver of a Right to Jury Trial.** TO THE FULLEST EXTENT PERMITTED UNDER LAW, INCLUDING ANY LAWS ENACTED AFTER THE DATE OF THIS AGREEMENT, PURCHASER AND SELLER EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY

TRIAL IN THE EVENT OF LITIGATION BETWEEN THE PARTIES IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, THE PROPERTY, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE, WHETHER ANY OF THE FOREGOING IS BASED ON THIS AGREEMENT OR ON TORT LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

[Signature page follows]

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

Witnesses:

Kaibule Bryan  
Wanda Simmons

Bill Wright  
\_\_\_\_\_

**SELLER:**

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

By: [Signature] (SEAL)

Name: ANDREW P. FULGHUM

Its: COUNTY ADMINISTRATOR

**PURCHASER:**

GOPHER HILL HOLDINGS LLC, a Georgia limited liability company

By: [Signature] (SEAL)

Name: RANDALL S. BOOKER

Its: MANAGING MEMBER

**EXHIBIT A**  
**Legal Description**  
**(Preliminary)**

10.62 acres of land, more or less, with a steel commercial building located thereon, more specifically identified as tax map number 048-00-01-029, having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, as more particularly described on a plat recorded in Plat Book 36 at Page 127 in the office of the Register of Deeds for Jasper County, SC

AND ALSO, 12.40 acres of land, more or less, without improvements more specifically identified as tax map number 048-00-01-012 having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, as more particularly described on a plat recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the office of the Register of Deeds for Jasper County, SC

AND ALSO, , 2.00 acres of land, more or less, without improvements more specifically identified as tax map number 048-00-01-032 having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, as more particularly described on a plat recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the office of the Register of Deeds for Jasper County, SC

# AGENDA ITEM:

## XI-H

Ordinance item H

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER )

ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN GOPHER HILL HOLDINGS, LLC OR ITS ASSIGNS (THE "SPONSOR") AND JASPER COUNTY, WHEREBY JASPER COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE SPONSORS OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH SUCH AGREEMENT; AUTHORIZING AND APPROVING (1) DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH HAMPTON COUNTY (THE "PARK") SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH HAMPTON COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE-IN-LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; AND (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN JASPER COUNTY; AND TO AUTHORIZE THE JASPER COUNTY COUNCIL CHAIRMAN OR COUNTY ADMINISTRATOR, AS APPROPRIATE, TO EXECUTE SUCH AGREEMENTS AND OTHER DOCUMENTS AS MAY BE NECESSARY AND APPROPRIATE TO EFFECT THE FEE-IN-LIEU OF TAX TRANSACTION AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.**

WHEREAS, Jasper County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("FILOT Act"), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina ("South Carolina" or "State") or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("FILOT Payments"), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County and Hampton County, South Carolina ("Hampton County") (collectively, the Member Counties") proposes to establish jointly a multi-county industrial/business park within the geographical boundaries of one or more of the Member Counties; and

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits ("Infrastructure Credits") against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or

the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, the Sponsors propose to develop the property described in Exhibit B attached hereto (the “Property”) to establish commercial, logistic, distribution and/or manufacturing facilities; and

WHEREAS, it is anticipated the Project will result in an investment of at least nine million dollars (\$9,000,000) in the County; and

WHEREAS, at the request of the Sponsors and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsors, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Company with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and

WHEREAS, in order to promote the economic development of Jasper County and Hampton County, the Counties have initially agreed to include in the Park the Property pursuant to an agreement to be negotiated between and entered into by the Member Counties as of such date as may be agreed to by the Member Counties (the “MCIP Agreement”); and

WHEREAS, the Counties have agreed to the specific terms and conditions of the arrangement set forth in the MCIP Agreement; and

WHEREAS, the Counties now desire to establish the Park to include the Property; and

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

**Section 1. *Statutory Findings.*** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Company.



**Section 3. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsors under this Ordinance and the Fee Agreement.

**Section 4. *Establishment of Multi-County Park; Approval of MCIP Agreement; Location of Park; Change of Park Boundaries.***

(a) There is hereby authorized to be established, initially in conjunction with Hampton County, a multi-county industrial/business park to include therein the Initial Property. The form, provisions, terms, and conditions of the MCIP Agreement in substantially the form before Jasper County Council (the "County Council") at the meeting at which this Ordinance receives third reading, and filed with the Clerk to County Council, be and they are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the MCIP Agreement were set out in this Ordinance in its entirety.

(b) The MCIP Agreement is to be in the form as negotiated by the County Administrator with the advice of legal counsel, with such changes therein as shall not materially adversely affect the rights of Jasper County thereunder and as shall be approved by the officials of Jasper County executing the same. The Chairman of County Council, for and on behalf of Jasper County, is hereby authorized, empowered, and directed to do any and all things necessary or proper to effect the establishment of the Park and the execution and delivery of the MCIP Agreement and the performance of all obligations of Jasper County under and pursuant to the MCIP Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

(c) As of the date of enactment of this Ordinance, the Park shall consist of the Property located in Jasper County. It is recognized that the Park may from time to time consist of non-contiguous properties within each Member County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by (a) an ordinance of the Member County in which the property to be added or removed from the Park is actually located, and (b) a resolution (or comparable action) of the governing bodies of all other Member Counties.

**Section 5. *Payment of Fee-in-lieu of Taxes.***

(a) In accordance with Article VIII, Section 13(D) of the South Carolina Constitution, the area comprising the Park and all property having a situs therein is exempt from all *ad valorem* taxation. All owners and lessees of property situated in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in the MCIP Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the county treasurer of the county in which such property is located. That portion of the fee from the Park property located in a Member County and allocated pursuant to the MCIP Agreement to the other Member Counties shall be paid to the respective county treasurer (or other designated official) of the other Member Counties in accordance with the terms of the MCIP Agreement. Payments of fees in lieu of *ad valorem* taxes for each year will be due on the due date for property taxes for such year. Penalties for late payment will be at the same rate as late tax payments. Any late payment beyond the due date will accrue interest at the same rate as late tax payments. The Member Counties, acting by and through the appropriate official, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

(b) Nothing herein shall be construed to prohibit any Member County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter

44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision of South Carolina law.

**Section 6. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 7. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 8. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

JASPER COUNTY, SOUTH CAROLINA

---

Barbara B. Clark  
Chair, Jasper County Council

(SEAL)  
ATTEST:

---

Wanda Simmons  
Clerk of Council, Jasper County Council

Ordinance # O-2022-\_\_\_\_  
First Reading: 11.21.2022  
Second Reading:  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

**EXHIBIT B**

**EXHIBIT A**  
**Legal Description**  
**(Preliminary)**

10.62 acres of land, more or less, with a steel commercial building located thereon, more specifically identified as tax map number 048-00-01-029, having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, as more particularly described on a plat recorded in Plat Book 36 at Page 127 in the office of the Register of Deeds for Jasper County, SC

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# AGENDA ITEM:

## XII

*New Business item A*



## **JASPER COUNTY HUMAN RESOURCES**

*Jasper County Clementa C. Pinckney Government Building  
358 Third Avenue – Courthouse Square – Post Office Box 150  
Ridgeland, South Carolina 29936 - 843-717-3680 – Fax: 843-726-7996*

**TITLE: Deputy Tax Collector**  
**DEPARTMENT: Tax Collector**  
**REPORTS TO: Tax Collector**  
**FLSA Status: Non-Exempt**

### **POSITION SUMMARY:**

Assists in the collection of taxes and related duties.

### **MAJOR DUTIES:**

- Collects over-due taxes on aircraft, boat, boat motors, inventories, mobile homes, and real estate on a daily basis.
- Prepares and mails execution notices, certified letters, and redemption letters, taxpayer receipts, and general correspondence.
- Corrects deficiencies and advises the appropriate county officials of any errors.
- Files proof of claims with the bankruptcy court.
- Notifies mortgage and lien holders.
- Notifies defaulting taxpayers of returned checks.
- Categorizes the certified restricted letters for preparation of posting.
- Prepares list for posting on property.
- Assists the tax collector with the procedural duties of the tax sale.
- Balances daily collection report.
- Performs general clerical duties such as making routine bank deposits, retrieving mail from the post office, answering the telephone, returning calls, filing, sending, and receiving faxes, making copies, etc.
- Performs other related duties as assigned.

### **KNOWLEDGE REQUIRED:**

- Knowledge of the Uniform Tax Collection Act of 1985.
- Knowledge of Smith Data's Tax System program.
- Skill in the use of office equipment such as a fax machine, copy machine, desk calculator, postage meter, etc.
- Skill in the use of a computer and associated software and department specific software programs.
- Ability to make mathematical computations accurately.
- Ability to maintain confidentiality.
- Skill in interpersonal relations.
- Skill in oral and written communication.

**MINIMUM QUALIFICATIONS:**

- One year certificate from college or technical school; or three to six months related experience and/or training; or equivalent combination of education and experience.
- Successful completion and maintenance of certification as required.
- Successful completion of pre-employment background checks and testing.

**PHYSICAL DEMANDS:**

The work is typically performed while sitting, standing, walking, bending, crouching, or stooping.

**WORK ENVIRONMENT:**

The work is typically performed in an office environment with standard office equipment; however, the employee must also frequently walk or drive to other offices or other locations to post tax notices. The noise level in the work environment is usually moderate.

**Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.**

**The employee signature below constitutes the employee's understanding of the requirements, essential functions, and duties of the position.**

**Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_**



# JASPER COUNTY HUMAN RESOURCES

---

*Jasper County Clementa C. Pinckney Government Building  
358 Third Avenue – Courthouse Square – Post Office Box 150  
Ridgeland, South Carolina 29936 - 843-717-3680 – Fax: 843-726-7996*

**TITLE: Geographic Information Systems Technician**  
**DEPARTMENT: Information Technology**  
**REPORTS TO: IT Director**  
**FLSA Status: Non-Exempt**

## **POSITION SUMMARY:**

Assists the GIS Coordinator with the compilations and analysis of GIS data.

## **MAJOR DUTIES:**

- Compiling geographic information in the form of satellite images, geographical surveys, and aerial photographs.
- Researching and verifying geographic data.
- Entering new data into the GIS database.
- Drawing maps using advanced computer software.
- Ensuring maps are annotated and compiled with the correct information.
- Compiling reports using all available GIS and GPS data sources.
- Maintaining the GIS database and troubleshooting data issues.
- Maintain confidentiality of work-related issues and County information.
- Performs other duties as apparent or assigned.

## **KNOWLEDGE REQUIRED:**

- The ideal candidate will possess a working knowledge of the ESRI ArcGIS Pro software suite and general GIS principles and concepts
- The individual should be detail-oriented and highly skilled using the ArcGIS editing tools, and should be familiar with shapefiles, personal/file geo databases, geo database topology and editing in a SDE multi-user database
- The candidate should be familiar with querying databases and be able to validate data
- The candidate must have the technical agility, focus, flexibility, enthusiasm and vision to complement and enhance the team.



- The candidate must be able to coordinate, plan, and support simultaneous tasks and GIS projects; query data; prepare and deliver reports to the immediate supervisor and others; use geospatial data in the creation and production of GIS maps and data; and communicate effectively both verbally and in writing.
- Required qualifications include completion or near completion (in process) four-year college degree in GIS, Geography, or a related field, and proficiency with the ArcGIS 10.x Desktop software suite.

**PHYSICAL DEMANDS:**

May be required to lift and carry items weighing up to 75 pounds. Worker is frequently sitting and occasionally requires standing and walking; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data and observing general surroundings and activities; work occasionally requires working near moving mechanical parts and exposure to outdoor weather conditions; work is generally performed in an office location.

**Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.**

**Employee signature below constitutes employee's understanding of the requirements, essential functions, and duties of the position.**

**Employee signature:** \_\_\_\_\_

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

# AGENDA ITEM:

## XII

New Business item B



Jasper  
County  
South Carolina

JASPER COUNTY - WORK AUTHORIZATION

Work Authorization - No. 004

In accordance with Paragraph 1.1.1 of the Agreement Between Owner and Construction Manager, Owner hereby authorizes the Construction Manager to proceed with Preconstruction Services including preparation of a Guaranteed Maximum Price (GMP) proposal for the following project:

Project Name:      **Farmers Produce Market**

Project Budget:      **\$800,000.00**

---

Jasper County

---

Date

---

Name, Title

**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION**
- 2 GENERAL PROVISIONS**
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**
- 4 OWNER'S RESPONSIBILITIES**
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE**
- 8 DISCOUNTS, REBATES, AND REFUNDS**
- 9 SUBCONTRACTS AND OTHER AGREEMENTS**
- 10 ACCOUNTING RECORDS**
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**
- 12 DISPUTE RESOLUTION**
- 13 TERMINATION OR SUSPENSION**
- 14 MISCELLANEOUS PROVISIONS**
- 15 SCOPE OF THE AGREEMENT**

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**
- EXHIBIT B INSURANCE AND BONDS**

**ARTICLE 1 INITIAL INFORMATION**

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.  
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project, as described in Section 4.1.1:  
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The scope of this Agreement includes those projects identified in the Jasper County Capital Improvements and Investment Plan as well as any future projects that the Owner may identify for inclusion in this Agreement. The Owner will determine which projects are to be undertaken and will authorize the Construction Manager in writing to proceed with the Preconstruction Services phase of each said project, including preparation of a Guaranteed Maximum Price (GMP) proposal for each project. Upon the Owner's acceptance of any such GMP proposal, the Construction Manager will prepare a separate GMP Amendment (Exhibit A) and Insurance and Bonds (Exhibit B) for execution prior to starting the Construction Phase of each project.

**§ 1.1.2** The Project's physical characteristics:  
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

init.

# DRAFT AIA Document A133™ - 2019

## Exhibit A

### Guaranteed Maximum Price Amendment

This Amendment dated the      day of      in the year     , is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the      day of      in the year      (the "Agreement")  
(In words, indicate day, month, and year.)

for the following PROJECT:  
(Name and address or location)

« »  
« »

THE OWNER:  
(Name, legal status, and address)

« »  
« »

THE CONSTRUCTION MANAGER:  
(Name, legal status, and address)

« »  
« »

#### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

#### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

##### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed      (\$     ), subject to additions and deductions by Change Order as provided in the Contract Documents.

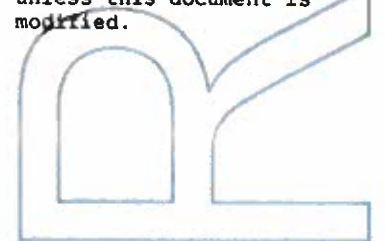
§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories.

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User Notes:

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
 (Provide itemized statement below or reference an attachment.)

« »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
 (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than « » ( « » ) calendar days from the date of commencement of the Work.

By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
[REDACTED]	[REDACTED]

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

§ A.3.1.2 The following Specifications:  
*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

« »

Section	Title	Date	Pages
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

§ A.3.1.3 The following Drawings:  
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

« »

Number	Title	Date
[REDACTED]	[REDACTED]	[REDACTED]

§ A.3.1.4 The Sustainability Plan, if any:  
*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective, the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
[REDACTED]	[REDACTED]	[REDACTED]

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
*(Identify each allowance.)*

Item	Price
[REDACTED]	[REDACTED]

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:



*(Identify each assumption and clarification.)*

« »

**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:  
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

« »

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

*(List name, discipline, address, and other information.)*

« »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

« »« »

*(Printed name and title)*

CONSTRUCTION MANAGER *(Signature)*

« »« »

*(Printed name and title)*



# DRAFT AIA Document A133 - 2019

## Exhibit B

### Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the  day of  in the year   
(In words, indicate day, month and year.)

for the following PROJECT:  
(Name and location or address)

« »  
« »

THE OWNER:  
(Name, legal status, and address)

« »  
« »

THE CONSTRUCTION MANAGER:  
(Name, legal status, and address)

« »  
« »

#### TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

#### ARTICLE B.2 OWNER'S INSURANCE

##### § B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

**§ B.2.3 Required Property Insurance**

**§ B.2.3.1** Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ B.2.3.1.1 Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss of resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss	Sub-Limit

**§ B.2.3.1.2 Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit

**§ B.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ B.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ B.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

§ B.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

§ B.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

§ B.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

§ B.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

§ B.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

§ B.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ B.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*



§ B.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

§ B.2.5.2 **Other Insurance**  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

## ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

### § B.3.1 General

§ B.3.1.1 **Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to the commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 **Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

### § B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

### § B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than  (\$  ) each occurrence,  (\$  ) general aggregate, and  (\$  ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than  $\$ \text{K} \text{K}$  per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than  $\$ \text{K} \text{K}$  each accident,  $\$ \text{K} \text{K}$  each employee, and  $\$ \text{K} \text{K}$  policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than  $\$ \text{K} \text{K}$  per claim and  $\$ \text{K} \text{K}$  in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than  $\$ \text{K} \text{K}$  per claim and  $\$ \text{K} \text{K}$  in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than  (\$ ) per claim and  (\$ ) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than  (\$ ) per claim and  (\$ ) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than  (\$ ) per claim and  (\$ ) in the aggregate.

### § B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

§ B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.*

*Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

§ B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than  (\$ ) per claim and  (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.

§ B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than  (\$ ) per claim and  (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the



Construction Manager and used on the Project, including scaffolding and other equipment.

**[ ] § B.3.3.2.6 Other insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage	Limits
[REDACTED]	[REDACTED]

**§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	[REDACTED]
Performance Bond	[REDACTED]

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« » [REDACTED]



M. B. Kahn  
Construction

## FARMERS PRODUCE MARKET

The Jasper County Farmers Produce Market is located at 801 South Jacob Smart Boulevard, south of downtown Ridgeland. This wood and steel structure was formerly the principal community open air market for the city of Ridgeland and local area. This facility was repurposed as a community events center once the city of Ridgeland established a city farmers market on West Main Street.

Continued use of this facility requires renovation and upgrades which have been documented through a set of construction drawings prepared January 10, 2022. These documents indicate improvements to the structure, aesthetics, services and site including:

- Replacing damaged treated wood decking
- Replacing damaged guard and handrails
- Renovate and update the restrooms with new fixtures, painting, accessories and accessibility hardware
- Improve the ventilation of the event space
- Increase parking spaces and improve the drives
- Add dumpster screening
- Rehabilitate perimeter site fencing
- Site improvements, including landscaping around the building

---

### TOTAL BUDGET:

**\$700k — \$800k**

*Renovations to the existing facility (approx. 17,500sf) with site upgrades*

*Budget includes the following:*

- *Construction Costs*
- *Site Development*
- *Design Fees*
- *Inspection & Permit Fees*
- *Furnishings Allowance*
- *Technology Allowance*
- *Contingency*
- *Assumes design start early 2023*



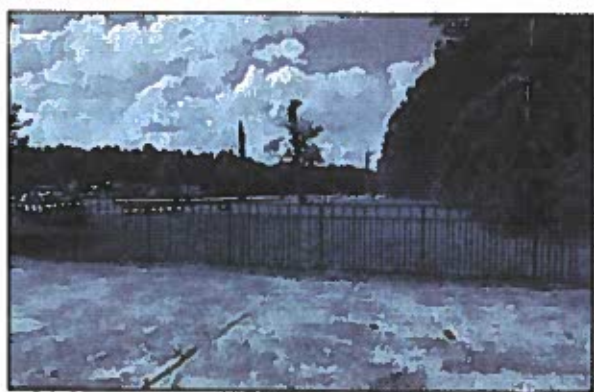
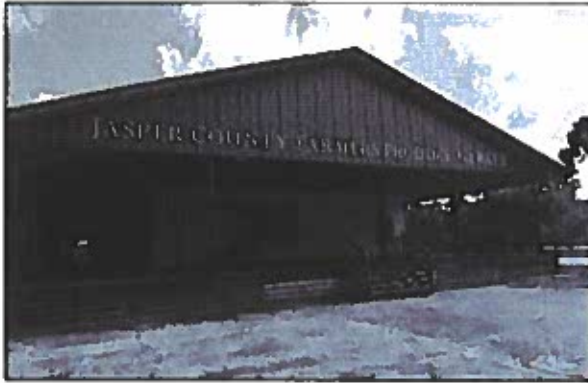
*Jasper  
County*  
South Carolina





M. B. Kahn  
Construction

# FARMERS PRODUCE MARKET



*Jasper*  
County  
South Carolina

# AGENDA ITEM:

## XIII

Old Business item A

# AGENDA ITEM:

## XIV

Council Members Comments

# AGENDA ITEM:

## XV

### Administrator's Report



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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358 Third Avenue - Courthouse Square - Post Office Box 1149  
Ridgeland, South Carolina 29936 · 843-717-3690 - Fax: 843-726-7800

Andrew P. Fulghum  
County Administrator  
[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

### **Administrator's Report November 21, 2022**

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1. Newly Elected Officials:

I have reached out to the newly elected Auditor, Treasurer, and County Councilmember to let them know that County staff will be providing an orientation session for each of them. Additionally, Ms. Simmons is assuring that they have access to SCAC orientation as well.

2. County Christmas Drop-in Lunch:

Again this year, County staff are preparing for this holiday celebration of visiting and eating with each other in the County Council Chambers. The date for the event this year will be Wednesday, Dec. 7. Please mark your calendars.

This year, we will be asking attendees to bring unwrapped toys for donation to the Antioch Education Center's toy drive which will be held the next day, Dec. 8.

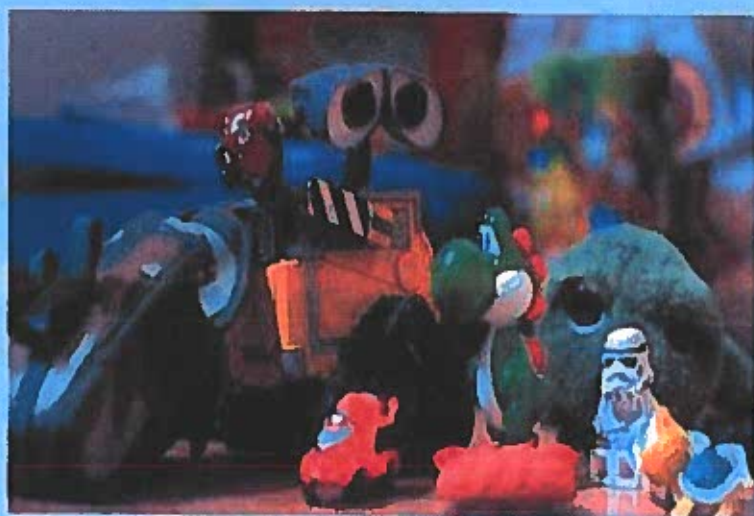
3. Sheriff's Request for Office Renovations:

Sheriff Hipp has requested that the County renovate the Criminal Investigations Division building to develop more office space to meet his immediate space needs. We have asked MB Kahn to evaluate the space and provide options and costs for a proposed renovation that would meet the Sheriff's needs. The letter from Sheriff Hipp follows this report.

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



**THE ANTIOCH EDUCATIONAL CENTER NEEDS YOUR HELP IN ORDER TO ASSIST MANY OF JASPER COUNTY'S CHILDREN BY COMING OUT AND BRINGING TOYS!!!**



**JOIN WSAV TELEVISION AS THEY FILM LIVE FROM AEC**

**Who can participate? Individuals, businesses, churches, social and service organizations**

**When: 4:00 to 6:00 p.m. – December 8, 2022**

**Where: 7557 West Main Street – Ridgeland, SC**

**Come help us provide smiles, fun, and happiness on Christmas morning for so many children who are members of Jasper County's low-income families. Just bring new unwrapped toys for our children. For questions, please call 843 – 645 – 9400.**



# *Jasper County Sheriff's Office*

**DONALD L. HIP, Sheriff**

**12008 North Jacob Smart Boulevard**

**P.O. Box 986 Ridgeland, SC 29936**

**Phone: (843) 726-7777**

**Fax: (843) 726-7778**

---

November 7, 2022

Andy Fulghum  
County Administrator, Jasper County  
P.O. Box 1149  
358 Third Ave.  
Ridgeland, SC 29927

Reference: Office Renovations

Dear Mr. Fulghum,


As you are aware, the Jasper County Council was gracious enough to approve in the 2022 – 2023 Sheriff's Office budget an additional five positions for the Sheriff's Office. These are well-needed positions, and we cannot thank the council enough.

We also understand that a new Sheriff's Office facility is planned. Unfortunately, the Sheriff's Office is out of office space now. We currently have three Narcotics officers and an Information Technology position for which we do not have office space.

We are asking if the County Council could approve the expansion of the Criminal Investigations Division on Carter's Mill Road. The plan is to utilize the old cell area in the back of the building to convert it into office space. We estimate the cost of the renovations to be less than \$200,000.00.

If you have any questions, please feel free to contact me. I look forward to discussing this with you and the Council as soon as possible.

Sincerely,



Donald L. Hipp  
Sheriff

*"Working together to make Jasper County a better and safer place to live."*





## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

358 Third Avenue - Courthouse Square - Post Office Box 1149  
Ridgeland, South Carolina 29936 - 843 717-3690 - Fax: 843-726-7800

Andrew P. Fulghum  
County Administrator

[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

### **Progress Report November 8, 2022 - November 21, 2022**

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1. **Tropical Storm Nicole:**  
Met with staff on Nov. 9 to review plan for staffing during the weather event. Made notifications.
2. **Coroner's Office- Renovation of Former Detention Center Training Space:**  
Coroner Aiken has chosen preferred renovation option provided by Engineering Services. Currently procuring contractor to complete the work. Will advise County Council when staffed out.
3. **Sheriff's Office:**  
Reviewed letter from Sheriff re: request for renovation of CID offices. Discussed with Sheriff. Coordinated with MB Kahn staff for site visit which took place on Nov. 9. Will report findings to County Council when information is received from MB Kahn.
4. **Ridgeland-Claude Dean Airport:**  
Met with staff and hangar owners on Nov. 9. Reviewed MB Kahn's MPG for new apron. Discussed capital project funding with staff on Nov. 15. Airport update for County Council scheduled for Nov. 21 County Council meeting.
5. **Exit 3:**  
Participated in meeting with County Attorney and outside counsel on Nov. 10 re: status of Exit 3.
6. **Various Development Projects:**  
Attended meeting with County staff, SCA staff, and outside counsel on Nov. 16 to review active economic development projects. Emails with outside counsel re: sale of Speculative Building # 4. Reviewed and drafted support letter for proposed Exit 5 improvements associated with the I95 widening project. Reviewed information received re: Waste Management of Georgia, Inc.



7. Detention Center:  
Met with staff on Nov. 10 to discuss approved Detention Center Retention Plan and implementation of the plan.
  
8. Other Meetings/Events Attended or Scheduled to Attend:  
County health and benefits fair on Nov. 9 and ADP supervisors training on Nov. 16.



**OFFICE OF THE JASPER COUNTY ADMINISTRATOR**

358 Third Avenue - Courthouse Square - Post Office Box 1149  
Ridgeland, South Carolina 29936 - 843-717-3690 - Fax: 843-726-7800

Andrew P. Fulghum  
County Administrator

[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

November 15, 2022

**VIA ELECTRONIC AND REGULAR MAIL**

Mr. Craig Winn, P.E.  
SCDOT, Low Country Manager  
955 Park Street  
P.O. Box 191  
Columbia, SC 29202-0191

Re: 195 Widening - Exit 5 Interchange Improvements and Frontage Road

Dear Craig:

I have received a copy of a letter to you from Mr. Michael J. Czymbor, City Manager of Hardeeville dated November 8, 2022, in which Mr. Czymbor communicates the City of Hardeeville's preferred routing of the Exit 5 frontage road connection to Speedway Boulevard. That preference and recommendation was depicted in an attachment to the letter entitled "Exhibit A".

The City staff and the developer have proposed a careful and thoughtful recommendation as outlined in the City's Exhibit A, which Jasper County wholeheartedly supports.

Jasper County appreciates your good work on this first leg of the I95 widening project, especially regarding your efforts to seek input along the way from local governments and local business owners.

As always, if there is anything I may do to help you, please call on me.

Sincerely,



Andrew P. Fulghum

cc: Ms. Megan Groves, SCDOT  
Mr. Josh Johnson, SCDOT  
Mr. Phil Leazer, KCI  
Mr. Eric Burgess, KCI  
Mr. Michael J. Czymbor, City of Hardeeville

*via electronic mail only*  
*via electronic mail only*  
*via electronic mail only*  
*via electronic mail only*  
*via electronic mail only*



November 8, 2022

Mr. Craig Winn, PE  
SCDOT, Low Country Program Manager  
955 Park Street, PO Box 191  
Columbia, SC 29202-0191

**RE: I95 Widening and Exit 5 Interchange improvements and frontage road**

Dear Mr. Winn:

The City of Hardeeville is incredibly supportive of SCDOT's efforts to invest in the I95 widening project and the Exit 5 interchange and frontage road improvements. We appreciate your efforts in meeting with City officials and the area stakeholders and incorporating the future developments into your project plans.

Specific to the proposed extension of the Exit 5 frontage road connection to Speedway Boulevard, the City has reviewed several of the proposed routes and hereby supports and recommends the route per the attached Exhibit A. Although this significantly impacts one of our Planned Development Districts, we have coordinated directly with the Developer and expect full cooperation on this preferred route.

Furthermore, this route provides for maximum connectivity to adjacent owners and planned future developments, a future traffic signal, and certainty regarding the wetland impacts on the site.

We appreciate the opportunity to partner with The SCDOT on the project and look forward to discussing this matter at your convenience.

Sincerely,

Michael J. Czymbor  
City Manager

cc: Ms. Megan Groves, SCDOT  
Mr. Josh Johnson, SCDOT  
Mr. Phil Leazer, KCI  
Mr. Eric Burgess, KCI  
Ms. Katie Woodruff, City of Hardeeville, SC

# GATEWAY CROSSING COMMERCIAL TRACT 2-FRONTAGE ROAD STUDY

11-08-22

## EXHIBIT A

NOTE: THIS EXHIBIT IS CONCEPTUAL IN NATURE.  
BASE DATA WAS GATHERED FROM MULTIPLE SOURCES



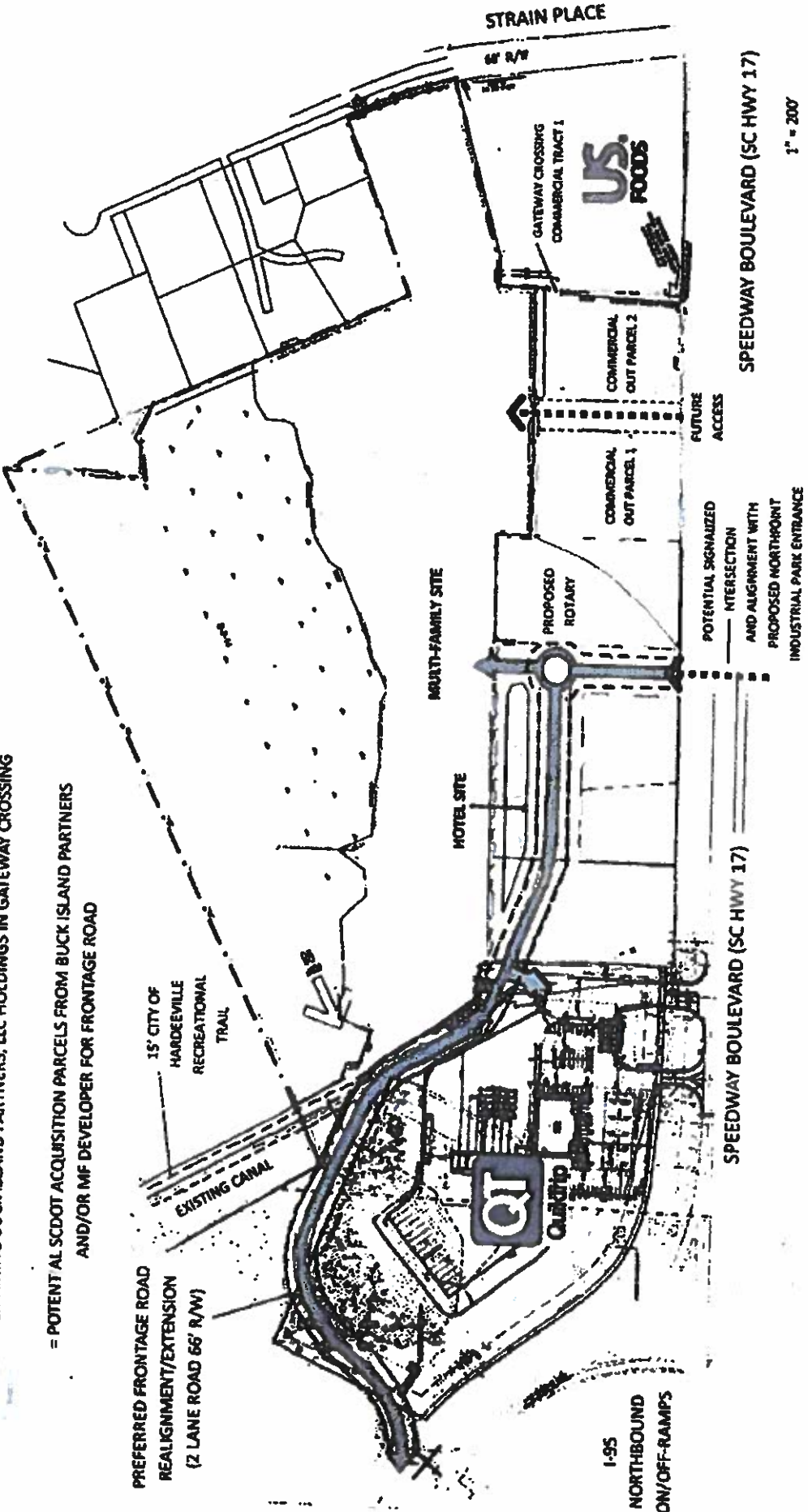
- UNDER CONTRACT WITH MF DEVELOPER (PROPOSED 288 UNIT MF APARTMENT COMPLEX)

= REMAINING BUCK ISLAND PARTNERS, LLC HOLDINGS IN GATEWAY CROSSING

= POTENTIAL SCOOT ACQUISITION PARCELS FROM BUCK ISLAND PARTNERS  
AND/OR MF DEVELOPER FOR FRONTAGE ROAD

PREFERRED FRONTAGE ROAD  
REALIGNMENT/EXTENSION  
(2 LANE ROAD 66' R/W)

EXISTING CANAL  
15' CITY OF HARDEEVILLE  
RECREATIONAL TRAIL



1" = 200'