

**AN ORDINANCE**  
**APPROVING THE SECOND AMENDMENT TO THE GOLDEN GROVE DEVELOPMENT AGREEMENT**

WHEREAS, Charleston County, South Carolina (the "County"), acting by and through the Charleston County Council (the "County Council"), is empowered under and pursuant to the provisions of the South Carolina Local Government Development Agreement Act, Title 6, Chapter 31, Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into development agreements relating to property within the County; and

WHEREAS, on or about January 11, 2022, the Town of Ravenel (the "Town") and Golden-Grove, LLC ("Golden-Grove") entered into that certain Development Agreement ("Original Agreement"), incident to the future development of approximately five hundred ninety-seven and 64/100 (597.64) acres of real property, as further described on Exhibit A attached thereto, which Original Agreement was recorded on January 12, 2022, in the Office of the Register of Deeds of Charleston County, South Carolina (the "ROD"), in Book 1067 at Page 366; and

WHEREAS, on December 16, 2021, the County adopted Ordinance Number 2189, thereby approving that certain First Amendment to the Golden Grove Development Agreement with an effective date of January 11, 2022, and entered into by and between the Town, Golden-Grove and the County and recorded in the ROD in Book 1067 at Page 374 ("First Amendment," and together with the Original Agreement, collectively, the "Development Agreement"); and

WHEREAS, the Town, Golden-Grove and the County now desire to further amend the Development Agreement pursuant to the terms and conditions contained herein; and

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Charleston County, South Carolina, in meetings duly assembled, as follows:

**SECTION I. FINDINGS INCORPORATED**

The above recitals and findings are incorporated herein by reference and made a part of this Ordinance. In addition to the recitals set forth above, which the County Council hereby adopts as findings of fact, the County Council specifically finds that the Second Amendment to the Golden Grove Development Agreement complies with the Act, the Charleston County Comprehensive Plan, and the Charleston County Zoning and Land Development Regulations Ordinance ("ZLDR").

**SECTION III. EXECUTION**

The Chairman of the County Council is authorized to execute and deliver the Second Amendment to the Golden Grove Development Agreement on behalf of the County, and any and all other necessary documents or instruments incidental to the approval of this Ordinance and the Second Amendment to the Golden Grove Development Agreement.

**SECTION IV. SEVERABILITY**

If, for any reason, any part of this Ordinance is invalidated by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in full force and effect.

**SECTION V. EFFECTIVE DATE**

This Ordinance shall become effective immediately upon its approval following third reading by the County Council and execution of the Second Amendment to the Golden Grove

Development Agreement by the parties.

ADOPTED and APPROVED in meeting duly assembled this 12<sup>th</sup> day of December 2023.  
2023.

CHARLESTON COUNTY COUNCIL

By: \_\_\_\_\_  
Herbert Ravenel Sass, III  
Chairman of Charleston County Council

ATTEST:

By: \_\_\_\_\_  
Kristen L. Salisbury  
Clerk of Charleston County Council

First Reading: November 14, 2023  
Second Reading: November 30, 2023  
Third Reading: December 12, 2023

**EXHIBIT A  
LEGAL DESCRIPTION**

ALL those lots, pieces, or parcels of land, with improvements thereon, situate, lying and being in St. Paul's Parish, Charleston County, South Carolina, measuring and containing 599.274 acres, more or less, and being more particularly shown and designated as "**TRACT DH-1 18,416,317.87 SQFT 422.780 ACRES**", "**TRACT DH-1A 159,147.97 SQFT 3.654 ACRES**", "**TRACT DH-3B 7,499,056.73 SQFT 172.155 ACRES**", and "**TRACT DH-3C 29,850.95 SQFT 0.685 ACRES**" on a plat entitled "PLAT SHOWING TRACT DH-1 (422.780 ACRES), TRACT DH-3A (0.200 ACRES) & TRACT DH-3B (172.155 ACRES), BEING A PORTION OF TMS 175-00-00-009, TMS 186-00-00-062 (TRACT DH-1A 3.654 ACRES) & TMS 168-00-00-023 (TRACT DH-3C 0.685 ACRES) PROPERTY OF MWV-EAST EDISTO SPRING GROVE, LLC TRACT DH-2 (58.854 ACRES) BEING A PORTION OF TMS 179-00-00-025, PROPERTY OF MWV-EAST EDISTO CHARLESTON, LLC LOCATED IN ST. PAULS PARISH CHARLESTON COUNTY, SOUTH CAROLINA" prepared under seal of Andrew C. Gillette, PLS #25933-B, of Parker Land Surveying, LLC, dated March 27, 2017, and recorded May 17, 2017, in Plat Book L17 at Page 0272, in the Office of the RMC for Charleston County, South Carolina ("Plat"), said Property is more fully described according to said Plat.

PORTIONS OF TMS Nos.: 175-00-00-049 (TRACT DH-1)  
186-00-00-062 (TRACT DH-1A)  
175-00-00-052 (TRACT DH-3B)

**EXHIBIT B  
SECOND AMENDMENT TO THE GOLDEN GROVE DEVELOPMENT AGREEMENT BY  
AND BETWEEN GOLDEN-GROVE, LLC, TOWN OF RAVENEL, AND CHARLESTON  
COUNTY**

**SECOND AMENDMENT TO  
THE GOLDEN GROVE DEVELOPMENT AGREEMENT**

This **SECOND AMENDMENT TO THE GOLDEN GROVE DEVELOPMENT AGREEMENT** (this "Amendment") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the **TOWN OF RAVENEL**, a political subdivision of the State of South Carolina (the "Town"), the **COUNTY OF CHARLESTON**, a political subdivision of the State of South Carolina (the "County"), and **GOLDEN-GROVE, LLC**, a South Carolina limited liability company ("Golden Grove" or the "Property Owner"), collectively hereinafter the "Parties".

**RECITALS**

WHEREAS, on or about January 11, 2022, the Town and Golden-Grove entered into that certain Development Agreement ("Original Agreement"), incident to the future development of approximately five hundred ninety-seven and 64/100 (597.64) acres of real property, as further described on Exhibit A attached thereto, which Original Agreement was recorded on January 12, 2022, in the Office of the Register of Deeds of Charleston County, South Carolina (the "ROD"), in Book 1667 at Page 366; and

WHEREAS, the Town, Golden-Grove and the County entered to that certain First Amendment to the Golden Grove Development Agreement dated January 11, 2022, and recorded in the ROD in Book 1067 at Page 374 ("First Amendment," and together with the Original Agreement, collectively, the "Development Agreement"); and

WHEREAS, Property Owner, the Town, and the County now desire to further amend the Development Agreement pursuant to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Amendment, the receipt and sufficiency of such consideration being acknowledged by each of the parties hereto, and pursuant to the South Carolina Development Agreement Act, codified as S.C. Code Section 6-31-10 through 6-31-166, as amended, the parties to this Amendment, intending to be legally bound, agree as follows:

Recitals; Capitalized Terms. The recitals set forth above are incorporated herein by reference. Any capitalized terms used by not otherwise defined in this Amendment shall have the meaning ascribed to such term in the Development Agreement.

Transportation Infrastructure. The Town and Property Owner agree that Section 13(b) of the Development Agreement is hereby deleted in its entirety and replaced as follows:

(b) Infrastructure. Property Owner shall pay for and construct all road, street, thoroughfare and other transportation and drainage related infrastructure improvements within the Real Property. In the event Property Owner makes improvements to any existing roads that are subject to federal, state or county standards, such improvements shall be constructed in accordance with the applicable standards pursuant to the federal, state or county processes, as applicable. Provided, however, nothing contained herein shall limit or restrict Property Owner from constructing Private Roads (hereinafter defined) within Real Property.

Public and Private Roads. The Parties agree that Section 2(e) of the First Amendment is hereby deleted in its entirety and replaced as follows:

(e) Any road, street, or other transportation and drainage related infrastructure within the Real Property may be dedicated by the Property Owner to a property owner's association for ownership and maintenance obligations ("Private Roads"), as may be determined by Property Owner in Property Owner's sole discretion. Any such Private Road shall be constructed in accordance with Section 5.13(F)(6) of Exhibit E attached to the Development Agreement. The County is not responsible for review and/or approval of Private Roads and/or private drainage systems.

Without limiting the foregoing, any road within the Real Property which Property Owner intends to dedicate to the Town ("Public Roads"), the design and construction of such Public Road shall be in compliance with all applicable standards of the Charleston County Zoning and Land Development Regulations Ordinance, Appendix A, Road and Drainage Construction Standards, and the Stormwater Program Permitting Standards and Procedures Manual, in effect at the time the request is made. Prior to the dedication of a Public Road to the Town, Property Owner shall submit the plans for such Public Road to the Town for review and acceptance.

Prior to the County accepting Public Roads and drainage systems for maintenance on behalf of the Town, including asphalt resurfacing, the Public Roads and drainage systems shall be built to comply with all applicable requirements of the Charleston County Zoning and Land Development Regulations Ordinance, Appendix A, Road and Drainage Construction Standards, and the Stormwater Program Permitting Standards and Procedures Manual, in effect at the time the request is made. Charleston County Public Works Department staff shall verify that the Public Roads and drainage systems comply with the above-stated regulations prior to accepting any maintenance responsibilities on behalf of the Town.

Effect. Terms and provisions of the Development Agreement that are not expressly modified by this Amendment shall remain in full force and effect. All of the provisions of the Golden Grove Development 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. The Golden Grove Development Agreement, as modified hereby, is hereby ratified and approved in all respects.

Capitalized Terms. All capitalized terms contained in this Amendment not otherwise defined herein shall be given the definition and meaning assigned to them in the Golden Grove Development Agreement.

Final Agreement. The Golden Grove Development 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 the Parties hereto.

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.

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 Golden Grove Development Agreement shall nonetheless remain in full force and effect.

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.

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.

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.

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

Witness:

**TOWN OF RAVENEL, SOUTH CAROLINA**

\_\_\_\_\_

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

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

\_\_\_\_\_

Attest: \_\_\_\_\_

Clerk of Council

STATE OF SOUTH CAROLINA )

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

I, \_\_\_\_\_, Notary of the Public of the State of South Carolina, do hereby certify that the Town of Ravenel, South Carolina, by \_\_\_\_\_, its \_\_\_\_\_ and \_\_\_\_\_, its Clerk of Council, personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, and acknowledged the execution of the foregoing instrument.

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

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

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

Witness:

**CHARLESTON COUNTY, SOUTH CAROLINA**

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

By: \_\_\_\_\_  
Herbert R. Sass, III  
Chairman  
Charleston County Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, \_\_\_\_\_, Notary of the Public of the State of South Carolina, do hereby certify that the Charleston County, South Carolina, by Herbert R. Sass, III, its Chairman of Charleston County Council, personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, and acknowledged the execution of the foregoing instrument.

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

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

Witness:

**GOLDEN-GROVE, LLC,**  
a South Carolina limited liability company

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

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

STATE OF SOUTH CAROLINA    )  
                                                      )  
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, \_\_\_\_\_, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of Golden-Grove, LLC, personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2023, and acknowledged the execution of the foregoing instrument.

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

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