STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

SETTLEMENT AGREEMENT AND AGREED LAND-USE IMPLEMENTATION FRAMEWORK

This Settlement Agreement and Agreed Land-Use Implementation Framework (the **Agreement**) is made effective as of the date of the last signature below (the **Effective Date**) by and between **Miles Crosby and Jennifer Singleton** (collectively, **Plaintiffs**) and **Colleton County, South Carolina** (the **County**). Plaintiffs and the County are referred to collectively as the **Parties**.

Recitals

A. Plaintiffs and the County are parties to *Crosby and Singleton v. Colleton County, South Carolina*, Civil Action No. **2026-CP-15-00021**, pending in the Court of Common Pleas for the Fourteenth Judicial Circuit, Colleton County, South Carolina (the **Action**).

B. The Action challenges Colleton County Ordinance 25-O-10, adopted November 10, 2025, which authorized data centers as special exceptions in Rural Development-1 and Rural Development-2 districts and otherwise regulated data-center development.

C. The County has adopted a temporary moratorium on specified land-use and development approvals for data centers. The Action is stayed while the County completes its land-use review and legislative process.

D. The Parties wish to resolve the Action without further adjudication. They intend for the County to pursue, through the procedures required by South Carolina law, the comprehensive-plan and future-land-use-map amendments stated in this Agreement.

E. The Parties recognize the ecological, cultural, agricultural, scenic, recreational, floodplain, wetland, and wildlife resources associated with the Ashepoo, Combahee, and Edisto watershed region, commonly known as the ACE Basin, and agree that a definite mapped boundary and enforceable land-use protections with respect to data centers are necessary to preserve those resources.

F. This Agreement is not an admission of liability, wrongdoing, invalidity, or waiver by any Party.

NOW, THEREFORE, in consideration of the mutual promises, covenants, releases, and other good and valuable consideration set forth below, the Parties agree as follows.

1.- Definitions

1.1. **Data Center** means a facility, or campus of facilities, that is used primarily for the storage, management, processing, hosting, transmission, or routing of digital data and related services, and which houses computer systems, network equipment, servers, appliances, and other associated components and structures customarily incidental or related to such operations.

1.2. **Data Center Exclusion Area** means the geographic area delineated on the map attached as **Exhibit A**, wherein through the County's Comprehensive Plan the County Council intends to determine that Data Centers are not a compatible use, whether through the rezoning of property to a zoning designation or overlay wherein Data Centers are an allowed use, text amendments to the County Zoning Ordinance to allow Data Centers therein, or otherwise.

1.3. **Land Use Amendments** means those amendments to the Comprehensive Plan and Future Land Use Map that the County Council intends to implement, as described in Section 2 hereof.

2.- Agreed ACE Basin Protections re Data Centers

2.1 **Categorical prohibition.** The County shall prepare, notice, process, and present for adoption Land Use Amendments that prohibit a Data Center in the Data Center Exclusion Area (as shown on **Exhibit A).** The prohibition shall be incorporated into the Future Land Use Map contained in the County's Comprehensive Plan and shall apply regardless of: (a) the property's existing or future base zoning classification; (b) an overlay or floating district, including the Digital Infrastructure Overlay District; (c) a conditional use, special exception, variance, planned development district, development agreement, administrative approval, or other discretionary approval; or (d) whether the Data Center is proposed as a principal, accessory, interim, phased, or integrated use.

2.2. **No Data Center Exclusion Area exception.** The Land Use Amendments shall except land presently classified as light industrial, industrial, and heavy industrial.

2.3. **Map and code implementation.** The County shall amend its Comprehensive Plan and Future Land Use Map to identify the Data Center Exclusion Area as unsuitable for Data Centers.

2.4. **Intent re Application to Zoning Ordinance.** The Parties acknowledge that the County Council has adopted amendments to the County Comprehensive Plan and Zoning Ordinance concerning Data Centers that have repealed and replaced the provisions of Ordinance 25-O-10. For the sake of clarity and the avoidance of doubt, the County intends through the Land Use Amendments to ensure that such amendments to the County Zoning Ordinance may not be applied in any way to allow for the development of a Data Center on land included in the Data Center Exclusion Area.

2.5 **No merely precatory map language.** The Land Use Amendments and the adoption of the Data Center Exclusion Area through the text and Future Land Use Map included as

amendments to the County's Comprehensive Plan shall have substantive regulatory effect. They shall not be limited to a recital, illustrative reference, aspirational policy, or a direction for future study.

2.6. **Continuation of data-center moratorium.** The County Council intends to maintain, by ordinance or other legally effective action of equal or greater dignity, a moratorium on the acceptance, processing, consideration, approval, issuance, or granting of any application, permit, certification, special exception, conditional-use approval, variance, map amendment, development agreement, site-plan approval, subdivision approval, building permit, or other land-use or development approval for a Data Center in the Data Center Exclusion Area (the **Data Center Moratorium**). The Data Center Moratorium shall remain continuously in effect until the final Land Use Amendments required by this Agreement have been adopted and become effective.

2.7. **Scope.** The continued moratorium shall apply to applications submitted before, on, or after its effective date that have not received a final, nonappealable approval and shall cover direct and indirect efforts to authorize a covered development, including phased applications, applications for infrastructure or accessory improvements, rezoning, overlays, planned development districts, and development agreements.

3.- Adoption Process, Deadlines, and Public Participation

3.1. **Proposed legislative package.** Not less than thirty (30) days before the Colleton County Planning Commission is scheduled to initially consider the Land Use Amendments, the County shall provide Plaintiffs' counsel a substantially complete proposed legislative package, namely draft Comprehensive Plan text and Future Land Use Map amendments. Plaintiffs shall keep the proposed legislative package and any proposed amendments thereto confidential until such time as the legislative package has been otherwise made public by the County. The County and Plaintiffs will confer in good faith regarding the proposed legislative package; the County shall reasonably consider written comments delivered within fifteen (15) days after receipt thereof, and Plaintiffs shall provide comments and proposed amendments in good faith with the intent of carrying out the policy aims described herein. Plaintiffs and Colleton County also agree to work in good faith to further revise the conditions for the establishment of Data Centers in the Digital Infrastructure Overlay District and industrial-zoned areas of the County. Plaintiffs acknowledge that the County Council's legislative prerogative shall not be impaired and the final Land Use Amendments shall be subject to the County Council's discretion.

3.2. **Public record and notice.** The County shall comply with all applicable public-notice, public-hearing, and open-government requirements. Notices and agendas concerning the Land Use Amendments or the Data Center Moratorium shall accurately and specifically disclose the proposed prohibition of Data Centers located in the Data Center Exclusion Area.

3.3. **Statements of County Council Intent.** The Parties acknowledge that statements contained herein regarding the "intentions" of County Council or actions that County Council "intends" to take reflect that the adoption of the County Comprehensive Plan and Future Land Use Map are legislative actions, and the County Council is limited under South Carolina law to entering into binding agreements that restrain its legislative powers or bind it to take certain legislative actions. For the sake of clarity and avoidance of doubt, and as a public pronouncement of its position, the County Council fully supports the adoption of the Land Use Amendments described herein and will proceed expeditiously to take action to adopt and implement the Land Use Amendments.

4.- Case Resolution, Performance, and Enforcement

4.1. **Conditional dismissal.** Within five (5) business days after the Land Use Amendments have been finally adopted and become effective, the Parties shall submit a stipulated order dismissing the Action **with prejudice**. The dismissal shall not bar an action to enforce this Agreement or a later challenge based on a future County action inconsistent with the Agreement or the adopted Land Use Amendments.

4.2. **Specific performance and injunctive relief.** The Parties acknowledge that a breach of the County's obligations under Sections 2 and 3 may cause irreparable injury for which monetary damages are inadequate. Plaintiffs may seek specific performance, temporary or permanent injunctive relief, declaratory relief, and any other lawful remedy to enforce this Agreement. Nothing in this provision limits the County's right to assert any lawful defense.

4.3. **Notice and opportunity to cure.** Except where immediate injunctive relief is reasonably necessary to prevent a covered approval or other imminent harm, a Party alleging breach shall give written notice describing the breach. The receiving Party shall have ten (10) business days to cure or commence a cure that can reasonably be completed promptly.

4.4. **Fees and costs.** In an action to enforce this Agreement, the prevailing Party may seek reasonable attorneys' fees and costs to the extent permitted by law.

5.- General Provisions

5.1. **Authority and approval.** Each individual signing this Agreement represents that he or she has authority to do so. The County's obligations are contingent upon approval of this Agreement by a duly adopted resolution or other formal action of County Council authorizing its execution. The County shall provide Plaintiffs a certified copy of that authorization within five (5) business days after execution.

5.2. **Legislative procedures preserved.** The Parties intend that the County will perform its obligations through the public planning and legislative procedures required by South Carolina law. Nothing in this Agreement excuses compliance with those procedures or purports to authorize County action beyond its lawful authority.

5.3. **No third-party beneficiary.** Except as expressly provided for enforcement by the Parties, this Agreement creates no rights in any person or entity that is not a Party.

5.4. **No waiver of governmental authority.** Except for the specific commitments made here, nothing in this Agreement limits the County's lawful exercise of legislative authority.

5.5. **No admission.** This Agreement is a compromise settlement. It shall not be construed as an admission by any Party of liability, wrongdoing, invalidity, or the merit of any claim or defense.

5.6. **Entire agreement; amendments.** This Agreement, including its exhibits, is the complete agreement between the Parties concerning the settlement of the Action. Any amendment must be in writing, signed by all Parties, and, if the Action remains pending, approved by the Court.

5.7. **Severability.** If a provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain effective to the fullest extent permitted by law. The Parties shall confer in good faith to replace an invalid or unenforceable provision with a lawful provision that most closely achieves the original purpose.

5.8. **Governing law and venue.** South Carolina law governs this Agreement. Any action to enforce it shall be brought in the Court of Common Pleas for Colleton County, South Carolina, unless that Court lacks jurisdiction.

5.9. **Notices.** Notices under this Agreement shall be in writing and delivered by email and by nationally recognized overnight courier or United States certified mail, return receipt requested, to the counsel listed below, or to any updated address a Party provides in writing.

For Plaintiffs:
Christopher K. DeScherer, Esq.
Southern Environmental Law Center
525 East Bay Street, Suite 200
Charleston, South Carolina 29403
Email: ewyche@selc.org; cdescherer@selc.org; uheidinger@selc.org

W. Andrew Gowder, Jr., Esq.
Austen & Gowder, LLC
1629 Meeting Street, Suite A
Charleston, South Carolina 29405
Email: andy@austengowder.com

For the County:

C.D. Rhodes, Esq.
Virginia P. Bozeman, Esq.
Pope Flynn, LLC

1411 Gervais Street, Suite 300
Columbia, South Carolina 29201
Email: cdrhodes@popeflynn.com; gbozeman@popeflynn.com

5.10. **Counterparts and electronic signatures.** This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Signatures transmitted electronically shall be effective as originals.

5.11. **Construction.** The Parties and their counsel jointly participated in preparing this Agreement. No provision shall be construed against a Party because that Party or its counsel drafted it.

6.- Exhibits
Exhibit A —Stipulated Data Center Exclusion Area Map.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date.

MILES CROSBY

By: Miles S. Crosby Sr

Date: 10-2-2026

JENNIFER SINGLETON

By: Jennifer Singleton

Date: 10/1/26

COLLETON COUNTY, SOUTH CAROLINA

By: Scott Biering

Scott Biering, Chairman, Colleton County Council

Date: 9/30/26

Attest:

Martha Thompson

Martha Thompson, Clerk to County Council

Approved as to Form:

C.D. Rhodes, Counsel for Colleton County

Colleton County, SC - Data Center Exclusion Area



Data Centers Allowed

No Data Centers

Municipalities

Disclaimer: Map intended for illustrative purposes and is not drawn with respect to individual parcel boundaries.

Author: Jovian Sackett, GISP
Last Updated: 9/29/2026
Sources: Regrid; U.S. Census Bureau; Esri

