

ORDINANCE NO. 25-24

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 1 OF TITLE 4, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE PURCHASE OF REAL PROPERTY LOCATED WITHIN THE SOUTHERN PORTION OF DARLINGTON COUNTY, SOUTH CAROLINA, FOR PURPOSES OF ECONOMIC DEVELOPMENT.

WHEREAS, Darlington County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to acquire real property by purchase or gift;

WHEREAS, the County desires to purchase approximately 233.70 acres of real property located outside the Town of Lamar in the old Newman Swamp School District in the County of Darlington, State of South Carolina, identified by Darlington County TMS No.: 066-00-01-041, (the "Property") for the purposes of economic development;

WHEREAS, representatives for the County and the Sellers have negotiated the Agreement to Sell and Purchase Real Estate attached hereto as Exhibit 1 (the "Agreement") for the purchase of the Property.

NOW, THEREFORE, be it ordained by the County Council in meeting duly assembled that:

1. The County Council hereby approves the purchase of real property as negotiated in the Agreement between the County and the Sellers, a copy of which is attached hereto as Exhibit 1. The Chairman of County Council and the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of, and on behalf of, the County to carry out the transaction contemplated by this Ordinance, including without limitation, affidavits, settlement statements, and other such documents necessary and appropriate to purchase the Property.

2. The Chairman of the County Council is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of, and on behalf of, the County to carry out the transaction contemplated by this Ordinance, including, without limitation, the Agreement, and such other documents necessary and appropriate to purchase the Property.

3. All Ordinances, Orders, Resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed severable.

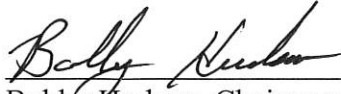
5. This Ordinance shall take effect and be in full force upon third reading and enactment by the County Council.

ORDAINED in meeting duly assembled this ____ day of August, 2026.

ATTEST:



M. Charles Stuart, III
County Administrator
Darlington County

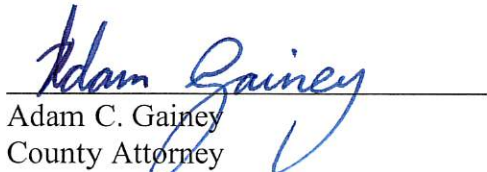


Bobby Hudson, Chairman
County Council
Darlington County



Janet Bishop
Clerk to Council
Darlington County

APPROVED AS TO FORM:



Adam C. Gainey
County Attorney
Darlington County

First Reading: November 3, 2025

Second Reading: July 6, 2026

Third Reading: September 10, 2026

Public Hearing: August 3, 2026

**AGREEMENT TO SELL AND PURCHASE
REAL ESTATE**

THIS AGREEMENT TO SELL AND PURCHASE REAL ESTATE (this "Agreement") is made and entered into as of the date of the last party to execute, which is the 14th day of November, 2025, (the "Effective Date") by and between **W. Howard Morgan, IV, Ryan J. Morgan, Meredith Josey Mims, Sharon Mims Morgan, and Katherine Sydney Mims Trust**, residents of the State of South Carolina ("Sellers") and **Darlington County, South Carolina**, a political subdivision of the State of South Carolina ("Purchaser").

WITNESSETH:

WHEREAS, Sellers desire to sell to Purchaser, and Purchaser desires to purchase from Sellers, the Property, on the terms set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sellers agree to sell and convey to Purchaser, and Purchaser agrees to purchase from Sellers, the real property situated in the County of Darlington near the City of Lamar, State of South Carolina, consisting of approximately 233.70 acres of real property being more particularly described on **EXHIBIT A** attached to and made a part of this Agreement, together with all easements, rights, and appurtenances thereunto belonging and all improvements (the "Property"), subject to the terms and conditions set forth in this Agreement.

1. PURCHASE PRICE. Purchaser will pay to Sellers a total purchase price, subject to adjustment as set forth in this Agreement (the "Purchase Price") of ONE MILLION FIVE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$1,570,000.00) to be paid as set forth below:

(a) FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) to be paid within five (5) days of the execution of this Agreement by the parties and delivered to Meredith Josey Mims, Sellers' designee to receive these funds on behalf of Sellers, in immediately available funds; and

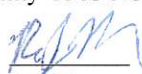
(b) SIX THOUSAND SIX HUNDRED NINETY-SIX AND 62/100 DOLLARS (\$6,696.62) per acre¹ to be paid at the Closing unless adjusted as otherwise set forth in this Agreement² (at the execution of this Agreement, the total amount to be paid at Closing is expected to be approximately ONE MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (~\$1,565,000.00) to be paid at the Closing unless adjusted by acreage or as otherwise set forth in this Agreement).

¹ As determined by a pre-Closing survey of the Property.

² As stated in the Land Appraisal Report of G. Brian Meadows dated September 29, 2025: "The adjusted sales create a range of value for the subject property from \$6,273 to \$8,372 per acre."


M.C.S., III
Purchaser


W.H.M., IV
Seller


R.J.M.
Seller


M.J.M.
Seller


S.M.M.
Seller


K.S.M.
Seller

2. EXAMINATION PERIOD.

(a) *Examination Period.* Purchaser will, at Purchaser's expense and within one hundred eighty (180) days from the Effective Date (unless extended as set forth herein) (the "Examination Period"), determine whether the Property is suitable, in Purchaser's sole and absolute discretion, for its use. During the Examination Period, Purchaser may conduct or order, as applicable, any reports, tests, analyses, surveys, and investigations (together with the Title Commitment and the Survey, the "Inspections") that Purchaser deems necessary to determine to Purchaser's satisfaction with the Property's engineering, architectural, and environmental characteristics; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; marketability and status of title; and suitability for the Purchaser's intended use of the Property for economic development ("Intended Use"). Purchaser may extend the Examination Period for any reason for one (1) additional ninety (90) day period.

(b) *Zoning.* The obligations of Purchaser under this Agreement are in all respects conditioned upon and subject to the Property being zoned at Closing as acceptable to Purchaser to allow Purchaser to develop and operate the Property for the Intended Use and upon there then being no pending or proposed application for any rezoning or change in zoning not consented to by Purchaser that would apply to the Property or any portion thereof which would inhibit or prohibit Purchaser from developing and utilizing the Property for the Intended Use or which would increase the costs of developing the Property for the Intended Use. If the Property is not zoned for the Intended Use within the Examination Period, Purchaser, in Purchaser's sole discretion, shall have the option of terminating this Agreement by delivering written notice to Sellers and the parties hereto shall have no further rights, obligations, or liabilities with respect to each other hereunder, except for matters that expressly survive termination. Sellers shall cooperate, at no cost to Sellers, in any rezoning of the Property, including executing any rezoning application as required to rezone the Property for the Intended Use.

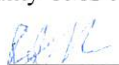
(c) *Title.* Sellers agree to convey marketable, fee simple insurable title to the Property to Purchaser without exception for mechanics' liens except liens placed on the Property or to which the Property is subject due to any activities performed by or on behalf of Purchaser regarding or relating to the Property, which shall be permitted exceptions, free and clear of all liens, encumbrances, and defects of title other than: (a) zoning ordinances affecting the Property, (b) liens for real estate taxes and assessments and taxes which are not yet due and payable, and (c) matters disclosed by Purchaser's title examination, and matters disclosed by survey and specific instruments on the public record at the Effective Date agreed to by Purchaser (not objected to by Purchaser prior to the end of the Examination Period), which items shall be enumerated in the deed referenced in Section 3(b) as "Permitted Exceptions;" provided, that Sellers shall be required to satisfy, at or prior to Closing, any title items (other than Permitted Exceptions) to which Purchaser may object prior to the expiration of the Examination Period and encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages, or statutory



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R.J.M.
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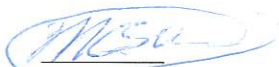
liens. If Purchaser determines, in its reasonable discretion, that it is impracticable or impossible for Sellers to be able to satisfy or resolve a title objection of Purchaser, then this Agreement may be terminated by Purchaser. Sellers shall not enter into or record any instrument that affects the Property after the Effective Date without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed.

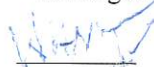
(d) *Entitlements.* Purchaser may submit its application(s) for all necessary governmental and utility approvals and processes for the operation of the Property for its Intended Use, including, as deemed by Purchaser to be necessary: rezoning or other applications for site plan approval, approval for erecting a free-standing pole sign on the Property and Purchaser's standard building sign, special use permits, utility service (including, but not limited to, water, gas, electricity, telephone, sanitary sewer, and storm drainage, collectively, the "Utilities"), or any other necessary governmental permits or approvals with conditions satisfactory to Purchaser (collectively, "Permits"). At no cost to Sellers, Sellers agree to cooperate in a timely manner and in good faith with Purchaser in obtaining all such Permits.

(e) *Deliveries.* Sellers agree to use commercially reasonable efforts to deliver to Purchaser as soon as reasonably possible after the Effective Date, but no later than thirty (30) days after the Effective Date, copies of all information relevant to the Property in the possession of Sellers, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, agreements, site plans, civil drawings, building plans, maintenance records, restrictive covenants, copies of all presently effective warranties or service contracts related to the Property, and all current operating restrictions that would impair the ability to operate Purchaser's Intended Use on the Property (collectively, the "Due Diligence Materials"). Sellers authorize (1) any attorney presently or previously representing Sellers to release and disclose any title insurance policy in such attorney's file to Purchaser and both Purchaser's and Sellers' agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Purchaser and both Purchaser's and Sellers' agents and attorneys. If Purchaser does not consummate the Closing for any reason other than Sellers' default, then Purchaser shall (which covenants shall survive termination) (i) return to Sellers all materials delivered by Sellers to Purchaser pursuant to this Section, if any. Notwithstanding any provision in this Agreement to the contrary, copies of information delivered by or on behalf of Sellers (i) shall be used at the sole risk of Purchaser or other recipients, (ii) are being delivered without any warranty or representation by Sellers or Sellers' agents or attorneys as to the contents, accuracy or correctness thereof, and (iii) shall not include costs or other estimates, appraisals or proprietary or any work product of Sellers relating to the Property or the ownership thereof.

(f) Sellers give Purchaser, its agents, contractors, and assigns, the right to enter the Property at any time prior to the Closing for the purpose of conducting the Inspections.

(g) Purchaser will not engage in any activity that could result in a construction or mechanics' lien being filed against the Property without Sellers' prior written consent.


M.C.S., III
Purchaser


W.H.M., IV
Seller


R.J.M.
Seller


M.J.M.
Seller


S.M.M.
Seller


K.S.M.
Seller

3. CLOSING.

(a) The closing of the transactions contemplated hereby shall occur within thirty (30) days after the expiration of the Examination Period (the "Closing"); provided, however, Purchaser may extend the Closing for any reason for one (1) additional ninety (90) day period. The Closing shall take place at the offices of the Purchaser's attorney, via mail or overnight delivery, or at such other location as Purchaser and Sellers agree.

(b) Sellers shall deliver the following items, all of which will be duly executed and acknowledged (where appropriate):

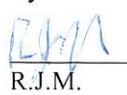
- (i) a general warranty deed and, if requested by Purchaser, a non-warranty deed that includes the surveyor's legal description of the Property;
- (ii) non-foreign person (FIRPTA) affidavit(s);
- (iii) an executed closing escrow instruction letter to be signed by the closing agent;
- (iv) Sellers' closing settlement statement;
- (v) Written consent of Sellers to enter into the transactions contemplated by this Agreement and such other evidence as Purchaser and/or the title company may reasonably require as to the authority of the person or persons executing documents on behalf of Sellers, to indemnify Purchaser and/or the title company from mechanic's, materialmen's, and broker's liens, and such other documents as may be required by governmental authorities;
- (vi) A valid Certificate of Tax Compliance obtained from the South Carolina Department of Revenue; and
- (vii) such additional documents as might be reasonably required by or of Sellers to consummate the purchase of the Property by Purchaser.

(c) Purchaser shall deliver the following items, all of which will be duly executed and acknowledged (where appropriate):

- (i) Funds in the amount of the Purchase Price;
- (ii) an executed closing escrow instruction letter to be signed by the closing agent;
- (iii) Purchaser's closing settlement statement; and


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- (iv) such additional documents as might be reasonably required by or of Purchaser to consummate the purchase of the Property by Purchaser.

(d) At the Closing, Sellers will convey marketable and insurable fee simple title to the Property to, or at the direction of, Purchaser by general warranty deed free and clear of all liens and encumbrances except for those liens and encumbrances set forth as exceptions to any owners' title insurance policy obtained by Purchaser in connection with the transaction contemplated by this Agreement. At the Closing, Sellers shall deliver to Purchaser its affidavit in a form reasonably sufficient to allow the standard exceptions for construction liens and claims of parties in possession to be deleted from any owners' title insurance policy to be obtained by Purchaser. Sellers will have the right, but not the obligation, to retain and remove from the Property prior to Closing, any trade fixtures, signage, and business equipment not already removed from the Property.

4. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS. It shall be an express condition precedent to Purchaser's obligation to close on the purchase of the Property under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Purchaser, with any waiver to be effective only if the same is executed by an authorized officer of Purchaser, expressly waives a particular condition and expressly refers to this Section 4:

(a) All representations and warranties made by Sellers pursuant to this Agreement shall be true and correct in all material respects;

(b) All covenants and other obligations of Sellers set forth in this Agreement shall have been fully and timely performed in all material respects;

(c) From the Effective Date until Closing, there shall have been no material adverse change to the Property or any part thereof;

(d) Sellers shall have cured or removed any objections to title which are not deemed to be Permitted Exceptions;

(e) Purchaser determines, in its sole discretion, that the Property is suitable for its Intended Use;

(f) Sellers shall have removed any Hazardous Materials from the Property that are required to be removed pursuant to Section 10(h) of this Agreement or, if permitted pursuant to Section 10(h) of this Agreement, provided a Hazardous Materials Notice (as defined below) to Purchaser; and

(g) Purchaser's governing body, the County Council of Darlington County, South Carolina, has passed an Ordinance authorizing the purchase of the Property and empowering an agent to execute all necessary closing documents.



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Purchaser



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Seller



R.J.M.
Seller



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Seller

If all of the above described conditions are not fully satisfied or waived by Purchaser in the manner specified above, Purchaser shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties, or obligations hereunder; provided, however, that nothing contained in this Section 4 is intended to be or shall be construed as a limitation of any remedies available to Purchaser hereunder if Sellers default under this Agreement.

5. REAL ESTATE TAXES. Purchaser shall be responsible for the payment of all real property taxes for the year of Closing. The provisions of this Section 5 shall survive Closing.

6. CLOSING COSTS. Sellers and Purchaser will each pay their own attorneys' fees and costs. Purchaser will pay all costs of its Inspections, including, without limitation, any surveys, appraisals, reports, studies, or opinions obtained by or on behalf of Purchaser with respect to the Property, title search costs, and any title insurance purchased by Purchaser, and will also pay all other typical buyer costs, fees, and recording charges for the Closing, except that Sellers shall provide or pay for preparation of the deed, the deed recording fee assessed pursuant to S.C. Code Ann. § 12-24-10,³ fees to record lien satisfactions, and property taxes, user fees, and assessments to the day of Closing. If it is necessary for Purchaser to record a plat, then Purchaser shall pay for the recording fees for such plat.

7. DEFAULT.

(a) Sellers Default. Notwithstanding anything to the contrary contained in this Agreement, if Closing does not occur due to a default by Sellers hereunder, which default is not cured by or on behalf of Sellers within ten (10) days following receipt of written notice thereof, then Purchaser may terminate this Agreement, and this Agreement shall be null and void, and neither party shall have any rights or obligations under this Agreement (except as may expressly survive termination of this Agreement), and in no event shall Purchaser be entitled to recover additional money damages against Sellers except Sellers shall promptly reimburse Purchaser for all costs and expenses actually incurred by Purchaser in connection with the Property and this Agreement, including attorneys' fees, based upon reasonable supporting documentation; provided, however, in the event of Sellers' willful or bad faith refusal to consummate the transaction, Purchaser may seek any additional damages available at law including, without limitation, consequential, exemplary, punitive, special damages, and/or lost profits; or (B) seek specific performance of Sellers' obligations hereunder, together with all enforcement fees and costs thereof.

(b) Purchaser Default. If Purchaser fails to complete Closing as a result of any default by Purchaser hereunder, which default is not cured by or on behalf of Purchaser within ten (10) days following receipt of written notice thereof, then this Agreement may be terminated by Sellers.

³ Although it is anticipated that this transaction will be exempt from deed recording fees pursuant to S.C. Code Ann. § 12-27-40(2).


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R.J.M.
Seller


M.J.M.
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Seller

8. RISK OF DAMAGE. Sellers will bear the risk of all damage to the Property prior to Closing, ordinary wear and tear excepted. In the event of any material damage to the Property prior to Closing, Purchaser, at its option, by written notice, may (a) declare this Agreement null and void, in which event Purchaser and Sellers will be discharged from all liability under this Agreement; or (b) complete the purchase of the Property with the purchase price reduced by an amount equal to the loss suffered.

9. CONDEMNATION. Should any governmental entity having the power of condemnation initiate eminent domain proceedings prior to the time of Closing hereunder to condemn any portion of or any interest in the Property, Purchaser, at its sole option, may elect to:

(a) Terminate Purchaser's obligation to purchase the Property by giving written notice to Sellers within twenty (20) days after written notification of such condemnation; or

(b) Complete the purchase of the Property in accordance with the terms of this Agreement without diminution of the purchase price or change of the terms hereof, in which event at Closing Sellers shall assign to Purchaser all sums awarded, or to be awarded, in connection with said condemnation; Sellers shall not negotiate a settlement of any pending or threatened eminent domain proceeding without the prior written consent of Purchaser.

10. SELLERS REPRESENTATIONS.

Sellers do hereby warrant, represent, and agree to and with Purchaser as follows:

(a) That Sellers holds fee simple and marketable title to the Property subject to all encumbrances of record, and will convey the same free and clear of all restrictions, encumbrances, liens, easements, Uniform Commercial Code financing statements, security interests, leases, rights of first refusal, exceptions, or reservations of any kind and character other than those that may be approved by Purchaser in writing prior to or at Closing per the title commitment to be obtained by Purchaser and the following:

- (i) Real estate taxes for the year of Closing that are not yet due and payable; and
- (ii) Easements and restrictions of record and zoning and other land use controls imposed by a public authority, provided:

(b) That Sellers are not a party to any service contracts, management agreements, or other agreements that are in force and will survive Closing and that relate to the operation, management, or maintenance of the Property;

(c) That Sellers have not received any written notice of and does not know of any actual or threatened action; litigation, or proceeding (including, but not limited to, condemnation or restrictive covenants) by any organization, person, individual, or governmental agency against



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Purchaser



W.H.M., IV
Seller



R.J.M.
Seller



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Seller



K.S.M.
Seller

either Sellers or the Property, or with respect thereto, nor do Sellers know of any basis for any such action;

(d) To Sellers' knowledge, the Property and the buildings and improvements thereon, if any, comply in all respects with the rules, regulations, ordinances and laws of all governmental authorities having jurisdiction over the Property and any restrictive covenants burdening the Property and Sellers have not received notice alleging that the Property or the buildings or improvements thereon do not so comply;

(e) That Sellers have not received written notice of any dispute relating to the boundary lines and corners of the Property;

(f) There are no actions, suits, claims, assessments, or proceedings pending against Sellers nor, to the best of Sellers' knowledge, after due inquiry, threatened against Sellers that could materially adversely affect the ownership, operation, use, enjoyment, development or redevelopment of the Property by Purchaser or adversely affect Sellers' ability to perform hereunder;

(g) That, except as specifically provided herein, Sellers have not received any written notice that any part of the Property is in violation of or subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or to any remedial obligations under Environmental Laws (as defined below).

(h) Sellers have no knowledge of any of the following:

(i) The existence of any Hazardous Substances (as such term is hereinafter defined) on, under, or about the Property; claims, litigation, administrative or other proceedings, whether actual or threatened, or judgments or orders, relating to the use, generation, manufacture, storage or disposal of any Hazardous Substances in, on, under or about the Property. As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "pollutant" "contaminant" or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("EPCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety



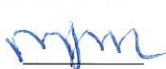
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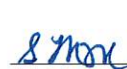
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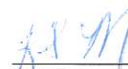
R.J.M.
Seller



M.J.M.
Seller



S.M.M.
Seller



K.S.M.
Seller

and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials, and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to time (collectively "Environmental Laws"); or

(ii) The existence of any underground storage tanks on the Property or the removal of same from the Property.

Sellers agree to and shall indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, judgments, damages, actions, causes of actions, injuries, administrative orders, consent agreements and orders, liabilities, penalties, costs and expenses of any kind whatsoever, including claims arising out of loss of life, injury to persons, property or business, or damage to the environmental or natural resources arising out of or in any way caused by the generation, treatment, disposal, transportation to or from or location of Hazardous Substances (as such term is defined by this Agreement) in, under, or on the Property, by or at the direction of Sellers. This indemnification provision shall survive the Closing.

(i) That there are no parties other than Sellers in possession of all or any portion of the Property;

(j) That Sellers have full power and authority to enter into this Agreement and all other agreements contemplated by this Agreement and to assume and perform all its obligations hereunder.

The foregoing representations, warranties, and agreements are materially true as of the date hereof, and shall be materially true as of the date and time of Closing, and said representations and warranties and agreements shall survive Closing.

11. COVENANTS OF SELLERS.

Sellers do hereby covenant to and with Purchaser as follows:

(a) Sellers shall promptly deliver to Purchaser any new or updated Due Diligence Materials in Sellers' possession or control, including any correspondence that Sellers receive from a third party with respect to the Property;

(b) Subsequent to the Effective Date, Sellers will not, without the prior written consent of Purchaser, transfer, sell, assign, or otherwise convey the Property or enter into any (or modify



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Seller

any existing) agreement of purchase and sale, earnest money contract, option agreement, right of first refusal, letter of intent, lease, employment agreement, management agreement, license or other agreement affecting the Property;

(c) Subsequent to the Effective Date, Sellers will (i) maintain and operate the Property in a good and businesslike manner and the same manner as Sellers have previously maintained and operated the same, (ii) not commit or permit to be committed any waste to the Property, and (iii) continue all existing insurance policies concerning the ownership, operation, use and enjoyment of the Property in full force and effect;

(d) Sellers shall notify Purchaser immediately after the same occurs of any material change concerning the Property, the representations and warranties contained in Section 10 hereof, or any other information heretofore or hereafter furnished to Purchaser concerning the Property;

(e) Subsequent to the Effective Date, Sellers will not, without the prior written consent of Purchaser, create, assume or permit to exist any further mortgage, pledge, or lien or encumbrance upon the Property;

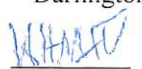
(f) Subsequent to the Effective Date, Sellers will not take actions that would place the Property in noncompliance with any applicable ordinances, statutes, or regulations of any government or government agency;

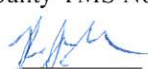
(g) Subsequent to the Effective Date, Sellers shall not release any Hazardous Substances at or near the Property;

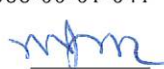
(h) Subsequent to the Effective Date, Sellers will not enter into any lease, contract, commitment, or transaction outside customary property management activities in respect to the Property without the prior written consent of Purchaser; provided, however, that Sellers shall have the right to enter into agreements in accordance with its past practices and sign services contracts that can be canceled on thirty (30) days' notice; and

(i) If Hazardous Materials are located on the Property, Sellers shall deliver the Property to Purchaser at Closing free and clear of any Hazardous Materials if the cost to render the Property free and clear of any Hazardous Materials is equal to or less than \$40,000 as determined in the reasonable discretion of Purchaser and Sellers. If Hazardous Materials are located on the Property and it is determined to cost more than \$40,000 to remove such Hazardous Materials from the Property, then Sellers may provide written notice to Purchaser that it will not remove the Hazardous Materials from the Property (a "Hazardous Materials Notice"). If Sellers deliver a Hazardous Materials Notice, Purchaser can elect to either (A) terminate this Agreement and receive a refund of all funds already paid to Sellers under this Agreement and receive payment from Sellers for Purchaser's costs and expenses actually incurred to date in connection with the Property and this Agreement, including attorneys' fees, and all based upon reasonable documentation, or (B) waive the requirement that the Hazardous Materials be removed and proceed with Closing as contemplated herein with a \$40,000 reduction in the Purchase Price.


M.C.S., III
Purchaser


W.H.M., IV
Seller


R.J.M.
Seller


M.J.M.
Seller


S.M.M.
Seller


K.S.M.
Seller

12. NOTICES. Any notice called for to be given by Purchaser to Sellers or by Sellers to Purchaser will be considered delivered to Sellers or Purchaser as of the date and time when the same is deposited (i) in the United States mail, Certified Mail, Return Receipt Requested, postage prepaid, (ii) with an overnight delivery service through a nationally recognized courier, or (iii) sent by electronic mail (with the original or a copy being sent promptly after such email by one of the above permitted means, but delivery will be considered delivered to Sellers or Purchaser as of the date and time when the e-mail is sent) and addressed to the party to receive the notice at its address provided above or at some other address as the party may have provided in accordance with this Section.

As to Sellers:

Howard Morgan
456 Cove Point Drive
Florence, South Carolina 29501
E-mail: _____
(843) 307-7436

As to Purchaser:

Marion Charles Stewart, III
County Administrator
1 Public Square, Room 210
Darlington, South Carolina 29532
E-mail: cstewart@darcosc.net

(with a copy to)

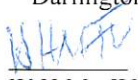
James H. Lucas, Esq.
County Attorney
P.O. Box 1408
Hartsville, South Carolina 29551
E-mail: jlucaslaw@gmail.com

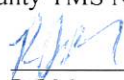
13. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, devisees, executors, representatives, and assigns. Upon written notification by Purchaser of the designation of a nominee or of an assignment of Purchaser's rights hereunder, Sellers agree to recognize such nominee or assignee as the holder of all of Purchaser's rights hereunder.

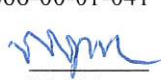
14. ATTORNEYS' FEES. In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be entitled, in addition to such damages or other relief as may be granted, to recover reasonable attorneys' fees and costs, such attorneys' fees to include those incurred on any appeal.

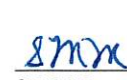
15. CONFIDENTIALITY. Sellers hereby agree that they shall each hold in strict confidence all terms and conditions of this Agreement, except that Sellers may disclose such terms and conditions to their agents and attorneys, provided, however, that such party shall notify all such persons to whom such information is disclosed that the same must be kept confidential in


M.C.S., III
Purchaser


W.H.M., IV
Seller


R.J.M.
Seller


M.J.M.
Seller


S.M.M.
Seller


K.S.M.
Seller

accordance with the terms of this Section. Notwithstanding the foregoing, Purchaser may disclose to third parties the fact that it has entered into a contract to purchase the Property in order to obtain information necessary for its Inspections. Additionally, both parties agree that Purchaser will have to disclose and publish this Agreement when passing the Ordinance contemplated in Section 4(g) of this Agreement.

16. TIME IS OF THE ESSENCE. Time is of the essence with respect to this Agreement.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all signatures on the counterpart pages appeared in the same instrument. When this Agreement is signed by either party, such party may deliver copies of this Agreement to the other party via electronic delivery, including, without limitation, e-mail or fax. Delivery of a party's signed counterpart of this Agreement via electronic delivery will be as valid and binding upon the parties as are original ink signatures.

18. MISCELLANEOUS. This Agreement may be modified only by an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or of different nature. The captions contained herein are only for the convenience of the parties and do not modify, amplify or give full notice of any of the terms, covenants and conditions of any article, paragraph, section, clause or provision of this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of South Carolina. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remainder of this Agreement. Whenever used herein, the singular form shall include the plural and vice versa, and the use of any gender shall include all genders, as appropriate.

19. ENTIRE AGREEMENT. This Agreement and the exhibits attached hereto contain the entire agreement between the parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral, written, express or implied, between the parties other than as herein set forth.

20. JOINT DRAFTING. Sellers and Purchaser hereby agree that this Agreement and the exhibits have been jointly drafted, negotiated and agreed upon by Sellers and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the exhibits and shall not be used in connection with the interpretation of this Agreement or the exhibits.

21. EXPIRATION OF TIME PERIODS. If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or federal public holiday, such time period shall end or expire on the next business day which is not a Saturday, Sunday or federal public holiday thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.



M.C.S., III
Purchaser



W.H.M., IV
Seller



R.J.M.
Seller



M.J.M.
Seller



S.M.M.
Seller



K.S.M.
Seller

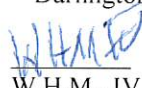
22. FURTHER ASSURANCES. Both Sellers and Purchaser agree that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section shall survive Closing.

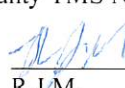
23. JOINT AND SEVERAL LIABILITY. If Sellers are comprised of more than one person or entity, then each such underlying person or entity hereby acknowledges and agrees that they are jointly and severally liable for all Sellers obligations and liabilities under this Agreement.

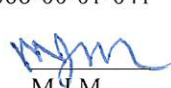
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SIGNATURE PAGE ATTACHED HERETO


M.C.S., III
Purchaser


W.H.M., IV
Seller


R.J.M.
Seller


M.J.M.
Seller


S.M.M.
Seller


K.S.M.
Seller

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

Witness #1: Adam Gainer
Witness #2: Stephanie Shaw

PURCHASER:

Darlington County, South Carolina
A political subdivision of the State of South Carolina

Marion C. Stewart, III (SEAL)
Name: Marion Charles Stewart, III
Title: County Administrator

SELLERS:

Witness #1: Adam Gainer
Witness #2: Stephanie Shaw

W. Howard Morgan, IV (SEAL)
W. Howard Morgan, IV

Witness #1: Adam Gainer
Witness #2: Stephanie Shaw

Ryan J. Morgan (SEAL)
Ryan J. Morgan
Ryan

Witness #1: Adam Gainer
Witness #2: Stephanie Shaw

Meredith Josey Mims (SEAL)
Meredith Josey Mims

Witness #1: Adam Gainer
Witness #2: Stephanie Shaw

Sharon Mims Morgan (SEAL)
Sharon Mims Morgan

Witness #1: Adam Gainer
Witness #2: Stephanie Shaw

Katherine Sydney Mims (SEAL)
Katherine Sydney Mims
as Trustee of the Katherine Sydney Mums
Trust

M.C.S., III
M.C.S., III
Purchaser

W.H.M., IV
W.H.M., IV
Seller

R.J.M.
R.J.M.
Seller

M.J.M.
M.J.M.
Seller

S.M.M.
S.M.M.
Seller

K.S.M.
K.S.M.
Seller

Exhibit A
Legal Description

All that certain parcel or tract of land in Newman Swamp School District of the County of Darlington, State of South Carolina, containing two hundred thirty five (235) acres, more or less, and generally bounded, now or formerly, as follows: on the Southeast in part by U.S. Highway No. 401 leading from Darlington to Lamar and in part by land of Rozelle Andrews; on the Southwest by the run of Newman Swamp; on the Northwest by land formerly of J. G. Woods; and on the North in part by land of Marvin Jordan, in part by land of Caleb Windham, in part by land of Floyd Howell, and in part by land of Asa Windham.

LESS, the 1.50 acres, more or less, already conveyed by Sellers to Purchaser by deed executed August 26, 2025, and filed with the Office of the Clerk of Court for Darlington County on August 27, 2025 at Deed Book 1121 at Page 10. Said parcel of land is now identified by Darlington County Tax Map No.: 066-00-01-090.

This being the same property conveyed to Sellers by the following Deed references: See Deed Book 634 at Page 559; Deed Book 1101 at Page 9963, and also Deed Book 1118 at Page 9453 filed in the Office of the Clerk of Court for Darlington County, South Carolina. It should be noted that a prior deed referenced the life estate unto Woodward Howard Morgan, III, whose life estate is now extinguished by the date of his death on December 10, 2024.

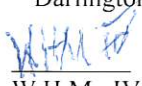
Tax Map No.: 066-00-01-041

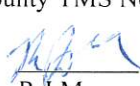


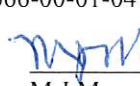
Page 15 of 15

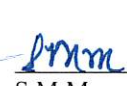
Agreement to Sell and Purchase Real Estate
Darlington County TMS No.: 066-00-01-041

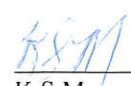

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Seller


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Seller

Darlington County Recording Page



Darlington Clerk of Court / ROD
Scott B. Suggs
Darlington County Courthouse
110 N. Main St.
Darlington, SC 29532
(843) 398-4330

OrdinanceNo : **2026-10**



Doc ID - 004201350018

On (Recorded Date) : **9/15/2026**
At (Recorded Time) : **8:46:47 AM**

Recording Pages : **18**
Recording Fee : **\$0.00**

Please keep this Cover Page with the Original Document
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Index Type : **ORDINANCE**
Type of Instrument :
Type of Transaction: **Ordinance**

First INDEXED NAME

DARLINGTON COUNTY COUNCIL

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The attached document including this Cover Page was recorded in the County Recorder's office of
Darlington County, South Carolina

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