

ORDINANCE NO. 25-25

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 1 OF TITLE 4, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE PURCHASE OF REAL PROPERTY CENTRALLY LOCATED WITHIN 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 purchase and hold real property; and,

WHEREAS, in 2013, County Council adopted Ordinance No.: 13-02, authorizing the County to enter into a lease ("Lease") of certain property owned by the County at the Darlington County Jetport ("Property") with Robert J. Brown and Integrated Systems, Inc. (together the "Lessee") to expand the Lessee's business by construction of buildings and improvements on the Property;

WHEREAS, a building and related improvements (including a parking lot) was constructed by Lessee on the Property.

WHEREAS, due to certain requirements of the Federal Aviation Administration ("FAA") and due to changes in economic development opportunities for, and within the County, the County has determined that it is advantageous to terminate the Lease and in conjunction therewith, confirm that all ownership and related rights to all buildings and improvements on said Property are fully owned by the County;

WHEREAS, the County has obtained an independent certified appraisal of the fair market value of the building and Lessee has agreed to accept said fair market value of the building in exchange for termination of the Lease and conveyance of all ownership interests in all buildings and improvements on said Property to the County all to be as set forth in the Agreement attached hereto as **Exhibit A** (the "Agreement"); and

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

Section 1. The County Council hereby approves the Agreement to effectuate the termination of the Lease and the conveyance of all ownership and all other interests in the building and all improvements on the Property as follows:

(a) The form, terms, and provisions of the Agreement presented to this meeting and filed with the Clerk to County Council (the "Clerk") are approved and all of the terms and provisions, and conditions of the Amendment are incorporated by reference. The Chairman of the County Council (the "Chairman") and the Clerk are authorized, empowered, and directed to execute, acknowledge, and deliver the Agreement in the name of the County.

(b) The Agreement to be executed on behalf of the County shall be in substantially the form now before the County Council and shall include only changes that are approved by the County officials executing the Agreement. The County officials shall first consult counsel to the County (the "County Attorney") with respect to any changes to the Agreement. The execution of the Agreement by the County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Agreement now before this meeting.

(c) The Chairman, the County Administrator, and the Clerk are each authorized and directed to do all things reasonably necessary to effect the execution and delivery of the Agreement and the County's performance of its obligations under the Agreement.

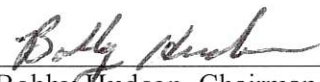
(d) Execution of the Agreement shall take place within ninety (90) days of the third reading of this Ordinance. The County shall pay any charges and/or fees associated with the termination of the Lease and the conveyance of all ownership interest in the building and improvements.

Section 2. All Ordinances, Orders, Resolutions, and actions of the County Council inconsistent herewith, to the extent of such inconsistency only, are hereby repealed, revoked, and rescinded.

Section 3. Should any part of 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.

This Ordinance shall take effect and be in full force after the County Council has approved this Ordinance following three readings and a public hearing.

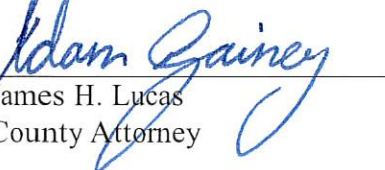
DARLINGTON COUNTY, SOUTH CAROLINA

By: 
Bobby Hudson, Chairman
Darlington County

Attest:


JaNet Bishop
Clerk to Council
Darlington County

APPROVED AS TO FORM:


James H. Lucas
County Attorney

| | |
|-----------------|------------------|
| First Reading: | November 3, 2025 |
| Second Reading: | December 1, 2025 |
| Third Reading: | January 6, 2026 |
| Public Hearing: | January 6, 2026 |

LEASE TERMINATION AGREEMENT

THIS **LEASE TERMINATION AGREEMENT** (this "Agreement") is made and entered into as of the 6 day of JANUARY, 2026, by and between the **County of Darlington, South Carolina** ("Lessor") and **Robert J. Brown** ("Brown") an individual, and **Integrated Systems, Inc.** ("Integrated"), a South Carolina corporation, (Brown and Integrated together: "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Lease For Property At The Darlington County Jetport, dated as of July 14, 2013 (the "Lease") for property located at the Darlington County Jetport, as more particularly described in the Lease and as legally described in Exhibit A to the Lease (the "Premises"); and

WHEREAS, Lessee constructed a building on the Premises and said building and all other improvements, fixtures, alterations, and additions made or installed by Lessee on the Premises are now and shall remain a part of the Premises; and

WHEREAS, Lessor and Lessee have mutually agreed to an early termination of the Lease; and

WHEREAS, the purpose of this Agreement is to set forth certain agreements between Lessor and Lessee with respect to the termination of the Lease; and

WHEREAS, by ordinance properly approved and passed by the County Council of Darlington County, all terms of this Agreement has been approved by the governing body of Lessor.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of Lease. Lessor and Lessee hereby agree that the Lease shall be terminated as of the date shown above as the date this Agreement is made and entered (the "Termination Date").

2. Consideration by Lessor. Within thirty (30) days of the Termination Date, Lessor shall pay to Integrated the sum of One Million, Three Hundred and Ninety-Six Thousand, Five Hundred and 00/100 Dollars (\$1,396,500.00), which is the current appraised fair market value of the building located on the Premises, as consideration for this Agreement.

3. Premises and Relinquishment of Building and Improvements. Lessee acknowledges and agrees that the building and all other improvements, fixtures, alterations, and additions made or installed by Lessee on the Premises are now and shall remain a part of the Premises. Upon the Termination Date, Lessee does hereby irrevocably relinquish, quitclaims, and surrenders to Lessor any and all right, title, and interest it has or may have in and to the building located on, and all other improvements, fixtures, alterations, and additions made or installed by Lessee on, the Premises, in each case without further consideration, and acknowledges that all such building and improvements shall thereupon be and remain the sole property of Lessor.

4. Surrender of Premises. Lessor acknowledges that Lessee has up to one hundred and eighty (180) days following the Termination Date to vacate the Premises ("Surrender Date"), and thereafter, Lessee acknowledges that Lessee no longer has the right to occupy or possess the Premises.

Termination of Lease – County and Integrated Systems

Lessee shall not continue to transact business on the Premises after the Termination Date, but may use the Premises in the time between the Termination Date and the Surrender Date solely to the extent necessary to move personal belongings, furniture, and equipment that is not fixed to, or a part of, the Premises, from the Premises. Through the Surrender Date, Lessee shall continue to meet the obligations required under Sections 4 (utilities) and 8 (property and liability insurance) of the Lease to the same extent as if the Lease was still in effect. On the Surrender Date, Lessee shall deliver all the keys to the Premises and any other means of access to Lessor, and surrenders the Premises, free of all occupants and subtenancies, in a "broom clean" condition with all debris or trash removed from the Premises and otherwise in compliance with the terms and conditions of the Lease regarding the condition of the Premises as of the expiration or earlier termination of the Lease term.

5. Mutual Release as to Lease. Effective as of the Termination Date, Lessor and Lessee hereby fully and forever releases, acquits, and discharges the other, and the other's past, present, and future affiliates, successors, and assigns, from any and all claims, demands, liabilities, obligations, and causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, in law or in equity, arising out of or relating to the Lease, including any past, present, or future amounts or obligations due thereunder. This Mutual Release does not apply to any claims, demands, liabilities, obligations, and causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, in law or in equity, arising out of or relating to the occupation of the Premises by Lessee after the Termination Date, or as to any rights or obligations contained within this Agreement, including but not limited to the condition of the Premises at the Termination Date or up to and including the Surrender Date.

6. No Adverse Presumption. The parties agree that this Agreement arose as the result of arms-length negotiations between the parties and this Agreement, and any ambiguity or uncertainty is not to be construed against the party who prepared this Agreement on the grounds that such party's representative drafted this Agreement.

7. Construction, Venue, Jurisdiction, and Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The parties agree that any claim, dispute, or causes of action, shall be heard exclusively in the Darlington County Court of Common Pleas, to the exclusion of all other state and federal courts. The parties agree and knowingly **waive any and all rights to a trial by jury** and agree to have any such claim, dispute, or causes of action heard by a judge, whether such matter is in law or in equity.

8. Benefits and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


[SIGNATURES FOLLOW ON NEXT PAGES]

SIGNATURE PAGE OF LESSOR TO LEASE TERMINATION AGREEMENT


IN WITNESS WHEREOF, Darlington County, acting by and through the County Council, has caused this Lease Termination Agreement to be executed in its name and on its behalf by the Chair of County Council and to attested by the Clerk of the County Council on the day and year first above written.

LESSOR:

DARLINGTON COUNTY, SOUTH CAROLINA

By: 
Bobby Hudson
Chairman, County Council
Darlington County, South Carolina

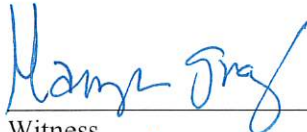
ATTEST:

By: 
Janet Bishop, Clerk to Council
Darlington County, South Carolina

SIGNATURE PAGE OF LESSEE TO LEASE TERMINATION AGREEMENT

LESSEE:

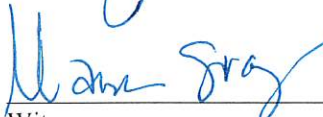
INTEGRATED SYSTEMS, INC.




Witness




Witness



Witness



Witness

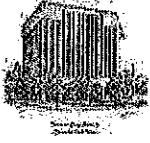
By: 

Robert J. Brown
President and Chief Executive Officer

By: 

Robert J. Brown, Individually

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 : **2026-01**



Doc ID - 004140370007

On (Recorded Date) : **1/8/2026**
At (Recorded Time) : **4:07:52 PM**

Recording Pages : **7**
Recording Fee : **\$0.00**

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Index Type : **ORDINANCE**
Type of Instrument :
Type of Transaction: **Ordinance**

First INDEXED NAME

DARLINGTON COUNTY COUNCIL

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Darlington County, South Carolina
