

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Agreement") is made and entered into between **THE CITY OF HARTSVILLE**, hereafter SELLER, and **BRANDY STELLINGWORTH**, hereafter PURCHASER.

WITNESSETH

In consideration of the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to enter this Contract of Sale on the subscribed below.

DESCRIPTION OF PROPERTY

PURCHASER agrees to buy, and SELLER agrees to sell, that lot or portion of parcel of land, situated in Darlington County, State of South Carolina, and being described as follows:

DESCRIPTION: A certain 2,714 square feet portion of parcel located at 114 South Street known as a portion of Tax Map Parcel Number 056-06-02-087.

CONSIDERATION AND TERMS OF PAYMENT

PURCHASE PRICE is Five Dollars and No/100 (\$5.00), which is to be paid at closing.

OTHER TERMS

1. CONDITION OF SUBJECT PROPERTY “AS IS - WHERE IS”

The subject property is being sold by the SELLER to the PURCHASER under a Quit-Claim Deed in an “AS IS, WERE IS” condition. The said Quit-Claim deed from SELLER to PURCHASER shall contain the following language:

THE FOREGOING PREMISES ARE CONVEYED “AS IS, WHERE IS”.
GRANTOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE REGARDING THE PREMISES, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL WARRANTIES AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER should exercise full due diligence, prior to closing, to ascertain whether the subject property is suitable for the use PURCHASER intends for the subject property.

2. USE OF SUBJECT PROPERTY

The subject property is being sold by the SELLER to the PURCHASER with the agreement that the property will continue to be used as access to the adjacent commercial business.

3. SELLER'S RIGHT OF REVERSION IF PURCHASER DISSOLVES

Should the PURCHASER, The Hartsville Northern League, a non-profit in good standing should cease to exist the said property would automatically revert to the SELLER.

4. SELLER'S RIGHT OF FIRST REFUSAL IF PURCHASER DECIDES TO SELL THE PROPERTY

PURCHASER understands and agrees that SELLER shall have the right to repurchase the subject property for the same price, and to repurchase any portion of the subject property at a prorated price (based on the price paid for the entire parcel), (1) in the event SELLER elects to do so or (2) in the event PURCHASER decides to sell the subject property. SELLER agrees to subordinate its rights hereunder, if necessary for PURCHASER to obtain construction financing.

5. CONVEYANCE OF TITLE

Upon payment of the full amount of the PURCHASE PRICE, the SELLER shall convey unto the PURCHASERS a Quit-Claim Deed to the subject PROPERTY, free of encumbrances except as herein stated. This Contract of Sale shall become an attachment to the deed and recorded at the same time in the same deed book and page.

6. CLOSING

This transaction shall be closed on or before thirty (30) business days (Monday through Friday) following the execution hereof at the office of Driggers, 323 West Home Avenue, Hartsville, SC, unless an extension is granted by SELLER in its sole discretion.

7. OTHER CONDITIONS

SELLER shall pay all closing costs, including the preparation of the deed, payment of any property taxes pro-rated to the day of closing; as well as any title examination on behalf of PURCHASER, recording the deed of transfer and contract of sale and any survey charges if desired by PURCHASER, and any premises inspections desired by PURCHASER.

8. RECITALS

This agreement is entered by the parties for good and valuable consideration, which is hereby acknowledged as being adequate; this agreement is entered by the parties of their own free will and accord, and is binding upon their heirs, executors, administrators, successors, and assigns.

The parties hereby set their hands and seals this _____ day of _____, 2023.

**BRANDY STELLINGWORTH
PURCHASER**

WITNESS AS TO PURCHASER

(L.S.)
By:
Its:

WITNESS AS TO PURCHASER

**CITY OF HARTSVILLE
SELLER**

WITNESS AS TO SELLER

(L.S.)
By: DANIEL P. MOORE
Its: CITY MANAGER

WITNESS AS TO SELLER

DRAFT