

**ALL PARTIES ACKNOWLEDGE THAT A MEMBER OF THE SELLING ENTITY, SIRRINE ST, LLC AND THE PURCHASER, CHRIS HARRISON IS A LICENSED REAL ESTATE SALESMAN IN THE STATE OF SOUTH CAROLINA.**

**AGREEMENT TO BUY AND SELL REAL ESTATE**

1. **PARTIES.** This legally binding contract entered on this 19 day of May, 2023.
  - a) Seller: SIRRINE ST, LLC
  - b) Buyer: Chris Harrison and/or Assigns
2. **PROPERTY TO BE SOLD.** Subject to terms and conditions herein, Seller agrees to sell, and Buyer agrees to buy and further described as Tract 3, ±6.79 Acres located at 1817 Dobbins Road Townville, SC, further described as P/O Anderson County Tax Map #018-00-008-006-000. Further shown in Exhibit A.
3. **PURCHASE PRICE** shall be **Two Hundred Thousand and 00/100 (\$200,000.00).**
4. **EFFECTIVE DATE.** The Effective Date of this Agreement will be the date of the last signature of the parties. Should the Inspection Period or any extension fall on a weekend or holiday, the following business day shall be the day of expiration.
5. **METHOD OF PAYMENT.** Upon execution of this agreement, the Buyer shall pay as earnest money the sum of **Two Thousand and no/100 Dollars (\$2,000.00)** to **Attorney Erin Culbertson of Culbertson Andrighetti, LLC.** Seller shall grant Buyer an Inspection Period as defined in Paragraph 12.
6. **CLOSING COSTS.** Closing Costs including the costs of obtaining any financing, shall be paid as follows:
  - a) Seller shall provide for preparation of deed, cost of deed stamps, all deed recording fees pursuant to Title 12, Chapter 24, S.C. Code of Laws, and/or any other documentary stamps or transfer taxes which are now or may hereafter be applicable to real estate transfers, and any cost necessary to provide a marketable title including recording of any satisfactions, property taxes to the day of closing and any other cost agreed to herein.
  - b) Unless otherwise agreed herein, Buyer shall pay the costs of the survey, title examination, all recording fees (except for deed recording fees pursuant to Title 12, Chapter 24, S.C. Code of Laws, which shall be Seller's obligation), and, if applicable, any loan costs, the cost of any appraisal, and the preparation of other closing documents.
7. **CLOSING DATE.** The Closing Date shall be on or before July 31, 2023.
8. **REAL PROPERTY.** The Real Property to be sold, unless otherwise agreed herein, includes all improvements of any kind which are now attached to or planted on the premises. Seller represents and warrants that no other persons have any outstanding agreements to acquire any interest in the property and no outstanding liens affect the property and that there is no pending litigation affecting the property. Seller will maintain property with all applicable laws and regulations. Buyer and Seller agree to mutually itemize list of personal items to be removed by Seller to include farm equipment, mobile homes, and general items.



9. **PRORATION.** Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. The amount of the property taxes shall be estimated by closing attorney or agent using best information available. Prorations at closing shall be final. All applicable roll back taxes to be the responsibility of the Buyer.

10. **ENCUMBRANCES AND RESTRICTIONS.**

- a) Seller shall convey **CLEAR & INSURABLE** title to Buyer in fee simple free from all liens except those Buyer has agreed to assume.

If Seller is unable to convey marketable title without a court action or incurring any unusual expense or within thirty (30) days after herein specified closing date, Buyer has the option of terminating this contract by giving written notice to the Seller and receiving full refund of deposit or seek specific performance.

11. **CONTINGENCIES.** Purchase of the property is contingent on:

- A. Seller shall convey **CLEAR & INSURABLE** title to Buyer in fee simple free from all liens except those Buyer has agreed to assume.
- B. Seller to provide a white 3 board / rail horse wooden fencing on the perimeter of the surveyed property within 75 days of closing at Seller's expense.
- C. Seller deliverables to be further addressed per separate agreement.

12. **INSPECTION PERIOD.** For a period of Sixty (60) days from the date of execution of this agreement, Seller grants Buyer and its agents the right to enter the property during an Inspection Period for conducting soil test, market studies, borings, engineering studies, environmental tests, or other such exploratory measures as Buyer deems necessary. In the event Buyer, at its sole discretion, determines that property is unsuitable, Buyer may terminate Agreement, the earnest money deposit shall be refunded to Buyer and all obligations of each party to the other shall cease to exist. Buyer acknowledges of **TWO THOUSAND and no/100 Dollars (\$2,000.00)** escrow payment becomes non-refundable sixty-one (61) days from execution of contract. All escrow monies are applicable to purchase price.

13. **ENVIRONMENTAL HAZARDS.** Seller represents and warrants that, to the best of its knowledge, no notices have been served from any federal or state agency advising Seller of any potential environmental hazards or contamination on this parcel or any adjoining parcel and, further, that Seller has no knowledge of any chemical, petroleum, or other hazardous material storage or burial on the subject property or that any other environmental hazards exist. If any environmental audit or assessment requires further evaluation, the Inspection Period as outlined in Paragraph 12 will be extended until thirty (30) days following the reporting of the results of such additional tests or evaluation. Additionally, Seller agrees to refund all earnest money deposits if an environmental finding exceeds acceptable state or federal guidelines.

14. **RISK OF LOSS OR DAMAGE.** To the property by fire or other casualty until day of closing shall be the responsibility of Seller. In such case, Seller shall have the option of restoring property to its present condition within thirty (30) days after herein specified closing date, with date of closing and possession to be extended accordingly. If property is not restored within said period, Buyer shall have the right to terminate this contract by written notice to Seller. In such case, both parties shall execute a written release of the other from the contract.

15. **DEFAULT.** If Buyer elects to terminate this Agreement (after Inspection Period) Seller shall retain all earnest money deposits as full liquidated damages and obligations of each part to the other shall cease. If termination is because of default by Seller, Buyer may seek all remedies of specific performance including damages.
16. **PERSONS BOUND.** The benefits and obligations of this contract shall inure to and bind heirs, assigns, successors, executors, or administrators. Wherever used, singular shall include plural, and use of any gender shall include all. This is a legally binding contract.
17. **POSSESSION.** Seller shall give possession to the Buyer at closing provided title has passed.
18. **AUTHORITY.** Seller represents to Buyer that it either owns the subject property or has full authority to enter into an agreement to sell such property on behalf of the owners.
19. **ENTIRE AGREEMENT.** This written instrument expresses the Entire Agreement and all promises, covenants, and warranties between the Buyer and Seller. It can only be changed by subsequent written instrument (Addendum) signed by both parties.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of this \_\_\_\_\_ day of May, 2023.

**SELLER: Sirrine St, LLC**

By: WH J Tj III

Its: MEMBER

Date: 5-19-23

**PURCHASER: Chris Harrison and/or Assigns**

By: Chris Harrison

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

Date: 5/19/23



±7.19 Acres located at  
1817 Dobbins Road Townville, SC  
P/O Anderson County Tax Map #018-00-08-006-000

