

Derrick Pond
New ES

COLLIERS
KEENAN

Commercial Real Estate Services

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Post Office Box 11610
Columbia, South Carolina 29211-1610
Telephone (803) 254-2300
Facsimile (803) 252-4532
www.collierskeenan.com

AGREEMENT TO SELL AND BUY

This Agreement, entered into this 13th day of April, 2010, by and between Owner of Record hereinafter called the Seller, and Lexington/Richland School District 5 hereinafter called the Buyer.

WITNESSETH: That for and in consideration of the sum of Ten Thousand and No/100 (\$10,000.00) Dollars, to be applied as part of the cash portion of the purchase price, and the conditions and terms hereinafter mentioned, the Seller agrees to sell and the Buyer agrees to buy the following described property:

All that certain piece, parcel or lot of land together with improvements thereon, situate, lying and being in the State of South Carolina, County of Richland, consisting of approximately 47.42 acres located on Derrick Pond Road and being further delineated in the Real Estate Atlas of Richland County on Page 01600, in Block 08, as Lot 02 and 11.

Upon the further payment of ~~approximately Four Hundred Forty Thousand Four Hundred Ninety and No/100 (\$440,490.00)~~ Five Hundred Eighty Two Thousand Seven Hundred Fifty and No/100 (\$582,750.00) Dollars, making a total purchase price of ~~approximately Four Hundred Fifty Thousand Four Hundred Ninety and No/100 (\$450,490.00)~~ Five Hundred Ninety Two Thousand Seven Hundred Fifty and No/100 (\$592,750.00) Dollars.

Buyer shall have one hundred twenty (120) days from the last execution of this Agreement to perform certain due diligence items on the subject property including but not limited to environmental audit, survey, soil borings and approval by its Board. If for any reason Buyer elects not to purchase the property during the due diligence period, it may so notify Seller in writing, at which time this Agreement shall become null and void and all earnest monies shall be returned to Buyer.

Seller and Buyer expressly acknowledge that the Real Estate Brokers, neither Wilson Kibler nor Colliers Keenan Inc. has not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers or other toxic, hazardous or contaminated substances, and/or underground tanks in, on, or about the property. Any such investigation or determination shall be the responsibility of Seller and/or Buyer; and Broker shall not be held responsible therefore. This paragraph shall survive the closing and shall not be merged with or into delivery of the warranty deed or other closing documents.

The Seller hereby covenants and agrees to convey the above described property to the Buyer, his heirs or assigns in fee by proper deed, with covenant of ~~general~~ limited warranty, free from all defects and encumbrances, except such as are herein agreed to be assumed. Seller shall pay for preparation of deed and for all statutory deed recording fees.

The above described property shall be conveyed subject to applicable zoning ordinances and valid recorded easements, restrictions and covenants provided the foregoing do not make the title unmarketable or prohibit Buyer from using the property for such purpose, if any, which may be specified under Special Conditions hereinbelow.

Upon tender of such deed at the time below provided, the Buyer agrees to comply fully with the terms of this Agreement.

Upon failure of the Buyer to comply with the terms of this Agreement, within the stipulated time, the Seller to have the right to retain the amount this day paid as sole liquidated damages.

The earnest money paid under this Agreement shall be held by Colliers Keenan Inc., as Escrow Agent, and settlement and all payments under this Agreement shall be made through the said Colliers Keenan Inc. Colliers Keenan Inc., does not guarantee payment of check or checks accepted as earnest money.

The parties understand that in the event of any controversy regarding the earnest money, the Escrow Agent holding the earnest money deposit will not disburse it to either party until both parties have executed an agreement authorizing the disbursement or until a court of competent jurisdiction has directed a disbursement, in which event, the Escrow Agent may recover all of its court costs and reasonable attorney fees from the non-prevailing party.

Seller and Buyer acknowledge that the Escrow Agent is acting solely at their request and for their convenience and that Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith and not in disregard of this Agreement, but shall be liable only for its own gross negligence, bad faith, fraud, or willful misconduct.

Any deed stamps shall be split evenly between Buyer and Seller. All taxes, rents, water rents, paving assessments and interest to be prorated to date of completion of sale; however, all applicable rollback taxes, if any, shall be paid by Buyer. Hazard insurance to be prorated or canceled at the option of buyer.

This sale and purchase to be completed within thirty (30) days of the expiration of the Due Diligence Period.

The Seller herein agrees to pay a real estate commission equal to ten (10%) percent of the purchase price at closing. Said commission to be divided equally between Colliers Keenan and Grubb & Ellis/Wilson Kibler.

This Agreement is binding upon ourselves, our heirs, executors, administrators, successors or assigns.

It is understood that this written Agreement constitutes the entire contract between the parties hereto.

BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORMS.

Witness our Hands and Seals in triplicate the day and year first above written.

Accepted this _____ day of _____, 200__.

In the presence of:

SELLER: Owner of Record

By: _____

By: _____

BUYER: Lexington/Richland School District 5

By: _____

By: _____



803 798 2040



Newland NES

Mack's Fax From RE/MAX

Date: 9/4, 2009

Number of Pages Including Cover Sheet: 4

To: Pendleton Grove

Phone: 254-2300

Fax: 252-4532

Re: 21 acres

Comments:

Have a great weekend.

SM

Remarks: Urgent For Your review Reply ASAP Please Comment



Stan M. Mack
Commercial Investment Division

RE/MAX Real Estate Services

426 Bush River Rd.
Columbia, South Carolina 29210
Office: (803) 731-2466
Direct: (803) 454-2947
Fax: (803) 731-0602
Mobile: (803) 261-3399
E-Mail: stanmack@aol.com

803 798 2040



Colliers Keenan Inc.
201 Greenway, Suite 200
P.O. Box 10070
Charlotte, North Carolina 28210, N.C.
Telephone 803.798.2040
Fax 803.798.2041

AGREEMENT TO SELL AND BUY

This Agreement, entered into this 1st day of September, 2009, by and between Lisa Program Hughes hereinafter called the Seller, and Lexington/Richland School District 3 hereinafter called the Buyer.

WITNESSETH: That for and in consideration of the sum of Ten Thousand and No/100 (\$10,000.00) Dollars, to be applied as part of the cash portion of the purchase price, and the conditions and terms hereinafter mentioned, the Seller agrees to sell and the Buyer agrees to buy the following described property:

All that certain piece, parcel or lot of land together with improvements thereon, situate, lying and being in the State of South Carolina, County of Richland, consisting of approximately 81.1 acres located on Broad River Road as shown on the attached Exhibit A and being further delineated in the Real Estate Atlas of Richland County on Page 00900, in Block 05, as Lot 06.

C#590,000.00

Upon the further payment of approximately Five Hundred Seventy-Six Thousand Six Hundred and No/100 (\$576,000.00) Dollars, making a total purchase price of approximately Six Hundred Eighty-Six Thousand Six Hundred and No/100 (\$682,000.00) Dollars.

Five Hundred Ninety thousand
Six hundred

Buyer shall have one hundred twenty (120) days from the last execution of this Agreement to perform certain due diligence items on the subject property including but not limited to environmental audit, survey, soil borings and approval by its Board. If for any reason Buyer elects not to purchase the property during the due diligence period, it may so notify Seller in writing, at which time this Agreement shall become null and void and all earnest monies shall be returned to Buyer.

Handwritten initials and date: 9/1/09 LPH (INITIAL) 9-15-09

Seller and Buyer expressly acknowledge that the Real Estate Broker, Colliers Keenan Inc. has not made an independent investigation or determination with respect to the existence or non-existence of asbestos, PCB transformers or other toxic, hazardous or contaminated substances, and/or underground tanks in, on, or about the property. Any such investigation or determination shall be the responsibility of Seller and/or Buyer, and Broker shall not be held responsible therefore. This paragraph shall survive the closing and shall not be merged with or into delivery of the warranty deed or other closing documents.

The Seller hereby covenants and agrees to convey the above described property to the Buyer, his heirs or assigns in fee by proper deed, with covenant of general warranty, free from all defects and encumbrances, except such as are herein agreed to be assumed. Seller shall pay for preparation of deed and for all statutory deed recording fees.

The above described property shall be conveyed subject to applicable zoning ordinances and valid recorded easements, restrictions and covenants provided the foregoing do not make the title unmarketable or prohibit Buyer from using the property for such purpose, if any, which may be specified under Special Conditions hereinbelow.

Upon tender of such deed at the time below provided, the Buyer agrees to comply fully with the terms of this Agreement.

Upon failure of the Buyer to comply with the terms of this Agreement, within the stipulated time, she to have the right to retain the amount this day paid as sole liquidated damages.

The earnest money paid under this Agreement shall be held by Colliers Keenan Inc., as Escrow Agent, and settlement and all payments under this Agreement shall be made through the said Colliers

RECEIVED TIME SEP. 1. 10:04AM

PRINT TIME SEP. 1. 10:06AM

RECEIVED TIME SEP. 4. 1:54PM

PRINT TIME SEP. 4. 1:56PM

803 798 2040

Keenan Inc. Colliers Keenan Inc. does not guarantee payment of check or checks accepted as earnest money.

The parties understand that in the event of any controversy regarding the earnest money, the Escrow Agent holding the earnest money deposit will not disburse it to either party until both parties have executed an agreement authorizing the disbursement or until a court of competent jurisdiction has directed a disbursement, in which event, the Escrow Agent may recover all of its court costs and reasonable attorney fees from the non-prevailing party.

Seller and Buyer acknowledge that the Escrow Agent is acting solely at their request and for their convenience and that Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith and not in disregard of this Agreement, but shall be liable only for its own gross negligence, bad faith, fraud, or willful misconduct.

All taxes, taxes, water rents, paving assessments and interest to be prorated to date of completion of sale. Hazard insurance to be prorated or canceled at the option of buyer.

This sale and purchase to be completed within thirty (30) days of the expiration of the Due Diligence Period.

The Seller herein agrees to pay a real estate commission equal to ten (10%) percent of the purchase price at closing. Said commission to be divided equally between Colliers Keenan and RefMax.

This Agreement is binding upon ourselves, our heirs, executors, administrators, successors or assigns.

It is understood that this written Agreement constitutes the entire contract between the parties hereto.

BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORMS.

Witness our Hands and Seals in triplicate the day and year first above written.

Accepted this 15 day of September 2009.

In the presence of

SELLER: Lisa Putnam Hughes

[Signature]

By: [Signature]

By: _____

BUYER: Lexington/Richland School District 5

[Signature]

By: [Signature]

By: _____

seller TO PAY NO ROLL BACK TAXES IF APPLICABLE.

LPH (INITIAL) 9/4/09

Alan 9-15-09

LPH (INITIAL) 9/4/09

Alan 9-15-09

RECEIVED TIME SEP. 1. 10:04AM

PRINT TIME SEP. 1. 10:06AM

RECEIVED TIME SEP. 4. 1:54PM

PRINT TIME SEP. 4. 1:56PM

803 798 2040

EXHIBIT A

Richland County Map Output Page

AERIAL PHOTO

Page 1 of 1



Alm
9-15-09

LPA
(INITIAL)
9/4/09

RECEIVED TIME SEP. 1. 10:04AM

PRINT TIME SEP. 1. 10:06AM

RECEIVED TIME SEP. 4. 1:54PM

PRINT TIME SEP. 4. 1:56PM