STATE OF SOUTH CAROLINA COUNTY OF PICKENS	CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE ("Contract") is entered into this day by and between KEVIN R. and DENISE J. DULL, their heirs and assigns forever ("Sellers"), and the CITY OF CLEMSON, SOUTH CAROLINA, ("Purchaser"), on the terms and conditions and for the purposes set forth below:

1. SALE OF PROPERTY

For and in consideration of FIFTY-TWO THOUSAND DOLLARS ($52,000.00), which all parties agree to be good and valuable consideration, the sufficiency of which is hereby acknowledged, Sellers do hereby agree to convey, sell, assign, transfer, and set over unto Purchasers, the following property ("Property") situated in the City of Clemson, Pickens County, South Carolina, described as follows:

> All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, City of Clemson (Tax Map No. 4054-16-94-0749), and being located at 497 Berkeley Drive, formerly being known and designated as Sedgefield SD Lot 32B R0066751, containing 0.92 acres, more or less, on a plat prepared by R. Jay Cooper, P.E. and L.S. #4682, dated October 26, 2001, and recorded in Plat Book 438 at Page 6A, records of Pickens County, South Carolina, reference to which is invited for a more complete and accurate description.

This being a portion of the property conveyed to The Restaurant Corporation of Clemson, Inc., by deed of Billy Ray Skelton, a/k/a B.R. Skelton, dated February 2, 2000, and recorded in Deed Book 528 at Page 75, records of Pickens County, South Carolina.

together with all the rights of ownership associated with the Property, including, but not limited to, all easements and rights benefiting the premises, whether or not easements and rights are of record, and all tenements, hereditaments, improvements, and appurtenances, if any, now on the premises. This act shall be subject to all recorded easements, rights-of-way, conditions, encumbrances, and limitations, and to all applicable building and use restrictions, zoning laws, and ordinances, if any, affecting the Property.

2. PURCHASE PRICE AND TERMS

The purchase price is due and payable in full at the time of the closing.

3. CLOSING

Sellers agree to convey marketable title and deliver a proper general warranty deed, free of encumbrances, except as may be herein stated. Sellers represent that they know of no hazardous substances present on the Property at any time. Conveyance shall be made subject to all easements, and to all applicable statutes, ordinances, rules, and regulations. Purchaser shall make payment and Sellers shall deliver the deed for the Property at the agreed-upon place, and this transaction shall be closed on or before 9 p.m. on July ___, 2016.

4. SECURITY

This executed contract shall stand as security of the payment obligation of

Purchaser.

5. POSSESSION OF PROPERTY

Purchaser shall take possession of and legal title to the Property and all improvements thereon immediately after closing and shall continue in peaceful enjoyment of the Property so long as all of its obligations under this Contract are met.

6. TAXES/ASSESSMENTS

Sellers remain responsible for taxes and assessments up to the date of closing, including, but not limited to, their prorated portion of property taxes for 2016.

7. DEED AND EVIDENCE OF TITLE

Sellers represent that they are the sole owners of the Property, and that they have sound, marketable, and insurable fee simple title to the Property. Upon receipt of payment in full at the closing, Sellers agree to deliver to Purchaser a Warranty Deed to the Property, conveying fee simple title, free and clear of any liens or encumbrances.

8. ATTORNEYS' FEES AND CLOSING COSTS

Each of the parties has had the opportunity to review this agreement with an attorney of their choice and shall bear their own attorneys' fees, if any.

9. ENTIRE AGREEMENT

This written Contract embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Contract.

10. AMENDMENTS

This Contract shall not be modified, or amended, except by an instrument in writing signed by all parties.

11. SEVERABILITY

The parties agree that this Contract shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of South Carolina. If any one or more of the provisions contained in this Contract shall be held illegal or unenforceable by a court, no other provisions shall be affected by such holding. The parties intend that in the event that one or more provisions of this Contract are declared invalid or unenforceable that this Contract shall be interpreted by a Court in favor of survival of all remaining provisions.

12. HEIRS AND ASSIGNS

This Contract shall be binding upon and to the benefit of the heirs, administrators, executors, personal representatives, and assigns of the parties hereto.

THIS IS A LEGALLY BINDING CONTRACT. ALL PARTIES SHOULD SEEK LEGAL ADVICE IF ANY OF THE TERMS ARE NOT UNDERSTOOD. BY SIGNING THIS CONTRACT, ALL PARTIES ARE REPRESENTING THAT THEY UNDERSTAND THE TERMS OF THE CONTRACT AND THEIR RESPONSIBILITIES THEREUNDER; THAT THEY HAVE RECEIVED A COPY OF THIS DOCUMENT; THAT THEY HAVE HAD THE OPPORTUNITY TO READ THE DOCUMENT AND SEEK LEGAL COUNSEL SHOULD THEY SO DESIRE; AND THAT THEY INTEND TO BE BOUND BY THE PROVISIONS AND TERMS OF THIS CONTRACT.

WITNESS THE SIGNATURES of the Parties this the 18th day of July 2016.

WITNESSES:

KEVIN R. DULL (Seller)

DENISE J. DULL (Seller)

J.C. COOK, MAYOR
CITY OF CLEMSON, S.C.
(Purchaser)