

FOR SALE
Department of Transportation

File- 47.03358A Tract 29 Dillon County

OFFERED AT \$7500.00



Address: 1362 Catfish Church Road Latta, SC 29565

HOUSE MUST BE MOVED OFF PROPERTY

General Property Description: The house is a one story vinyl ranch. It has approximately 1318 square feet, two (2) bedrooms and (1) one bathroom. Additional improvements include two old barns/buildings that will be included in the sale.

Brief Conditions of the Sale: All purchasers are required to submit **two certified checks** along with the executed Agreement for Sale and Removal of Improvements. The first should be in the amount of **30% of the bid amount as earnest money**. The second certified check should be for **\$3,000.00** to serve as a performance deposit. **The second check is refundable after satisfactory removal of structures.** The successful bidder is required to remove the improvements from the subject site at the successful bidder's expense as outlined in the contract. For additional information please contact Property Management at 1-800-214-4495 or email GiammonaAL@scdot.org.

Mail Offer/Bid to:

South Carolina Department of Transportation

Attn: Property Management Rm. 422

Post Office Box 191

Columbia, SC 29202

800-214-4495



Additional Photos



**AGREEMENT FOR SALE
AND REMOVAL OF IMPROVEMENTS**

This is a legal document. If you have questions concerning this document, you may call SCDOT Property Management at 803-737-1400. If you require legal advice, seek legal counsel. Do not change or strike through language in this form; doing so may nullify the document (see Paragraph 12). To make an offer, the Buyer should fill out this form with the requested information, sign it and submit it to SCDOT. If SCDOT accepts the offer, the Agreement will be signed by the authorized official for SCDOT and a copy returned to the Buyer.

1. **PARTIES:** The parties to this Agreement are as follows:

SELLER: South Carolina Department of Transportation (“SCDOT”)
Contact information: ATTN: Property Management, Room 422
955 Park Street, Post Office Box 191
Columbia, South Carolina 29202-0191
Telephone No.: (803) 737-1400

BUYER: _____
Contact information: _____
Address: _____
Telephone Nos: _____
E-mail Address: _____

Title to the Subject Improvement(s) will be taken in the name(s) of _____
_____.

2. **AGREEMENT TO BUY AND SELL:** Buyer agrees to buy and SCDOT agrees to sell the following removable improvement, under the terms and conditions set forth herein.

SUBJECT IMPROVEMENT(S): The house is a one story vinyl ranch. It has approximately 1318 square feet, two (2) bedrooms and (1) one bathroom. Additional improvements include two old barns/buildings that will be included in the sale.

LOCATION: 1362 Catfish Church Road Latta, SC 29565

File: 47.036358A1 **Road/Route:** Route I-73 **County:** Dillon

3. **PURCHASE PRICE:** Buyer shall pay SCDOT the sum of _____ (\$_____) for the Subject Improvement(s). Earnest money in the amount of (\$_____), which is 30% of the bid amount, and the Performance Deposit shall be delivered to SCDOT, along with this completed Agreement form, as Buyer’s offer. If the Agreement is accepted and signed by SCDOT, the Buyer shall have thirty (30) days to pay to SCDOT the balance of the Purchase Price in accordance with Paragraph 5 below. All payments shall be made by a certified check payable to SCDOT, money order or certified funds wired to SCDOT.

4. **REMOVAL:** As a condition of this Agreement and at Buyer’s sole cost and expense, Buyer shall remove the Subject Improvement from the above location within sixty (60) days from the date of SCDOT’s execution of this Agreement. The removal must be performed in accordance with all federal, state and local laws applicable to such removal, and Buyer agrees to indemnify and hold harmless SCDOT from all claims or costs for injury or damage as a result of the removal. After removing the Subject

Improvement(s), the Buyer agrees to leave the location in a child safe condition. No large holes, nails, or dangerous materials are to be left exposed. Pipe shall to be cut off at ground level and capped. Septic tanks and wells shall be left intact and undisturbed. The foundation shall be removed to ground level. If the improvement is on a slab foundation, the concrete slab may remain on the property if it is not broken up. If the slab is broken up during removal, the concrete shall also be removed by the Buyer.

5. **PERFORMANCE DEPOSIT.** To assure that the removal work is performed to SCDOT's satisfaction, Buyer shall make payment to SCDOT of a Performance Deposit in the amount of _____ (\$_____) at the time of the submission of the bid. If the removal work is performed to SCDOT's satisfaction, the Performance Deposit will be returned to the Buyer as soon as possible after the inspection and acceptance by SCDOT of the work. If the work is not completed to SCDOT's satisfaction, SCDOT will notify the Buyer in writing of the deficiencies. If the Buyer fails to correct the noted deficiencies within 72 hours to SCDOT's satisfaction, SCDOT may retain the deposit as liquidated damages.
6. **CONDITION OF SUBJECT PROPERTY:** SCDOT makes no warranty of any kind, either express or implied, as to the physical condition of the Subject Improvement(s) or of its fitness for a particular purpose. The Subject Improvement(s) is/are being sold in "AS IS" condition.
7. **INSPECTION OF SUBJECT IMPROVEMENT(S):** SCDOT will make the Subject Improvement(s) available for examination and inspections of any kind. All examinations and inspections of the Subject Property shall be at the inspector's own risk. Any Buyer who enters, or directs its agents or employees to enter, upon SCDOT's Property for viewing or inspection agrees to indemnify and hold harmless SCDOT from any and all injuries to persons or property that may arise out of such viewing and inspection.
8. **DELIVERY OF BILL OF SALE:** SCDOT will deliver to the Buyer a properly executed Bill of Sale for the Subject Improvement(s) upon Buyer's payment to SCDOT of the full purchase price.
9. **DEFAULT:** If the Buyer fails to deliver the balance of the Purchase Price within (30) days of SCDOT's execution of the Agreement, SCDOT shall be entitled to retain the Earnest Money. If SCDOT fails to comply with the terms of the Agreement, Buyer's sole remedy shall be the return of any funds paid to SCDOT.
10. **ENTIRE BINDING AGREEMENT:** This Agreement, when signed by both parties, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and SCDOT concerning the Subject Improvements. This Agreement can only be modified by a written instrument signed by the Buyer, or its authorized representative, and SCDOT's Director of Rights of Way, or his or her authorized designee.
11. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties and their heirs, assigns, successors, executors, or administrators.
12. **CHANGES:** All conditions, changes, or counterproposals to the terms of this Agreement form shall be indicated below in this Paragraph 12 or in a written addendum signed by both parties. This document will become null and void if any changes, whether written, copied, computer reproduced, or typed, are made to this document's original printed text. Any changes or counter proposals set forth below will be superior to and prevail over all other terms and conditions of this document's printed text only upon the acceptance and initialing by both parties' authorized agents below:

_____.

Changes accepted by BUYER: _____ DATE: _____
Changes accepted by SCDOT: _____ DATE: _____

IN WITNESS WHEREOF, the Parties hereby sign, seal and deliver this Agreement on the dates shown below.

WITNESSES:

BUYER:

Signature: _____
Printed Name: _____
Date: _____

WITNESSES:

SCDOT:
South Carolina Department of Transportation

By: _____
Name: _____
Title: Director, Rights of Way
Date: _____



DILLON
POP. 6,788

Latta
POP. 1,379

LITTLE PEE DEE
RIVER STATE
PARK



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