

## BID SALE INFO



### Type Property:

VACANT LAND

Approximately 1.27 acres of land along Crestwood Drive in Oconee County.

### Tax Map Number:

064-00-01-032

### Bid Sale Date:

**Thursday, August 27, 2020**

(See contract for special provisions regarding bid delivery.)

SC DOT MSC #214

SC DOT Parcel #951

**Minimum Bid: \$5,000.00**

### **Mail Bid to:**

South Carolina Department of  
Transportation

Property Management Rm. 422

Post Office Box 191

Columbia, South Carolina 29202

803-737-1400 or 800-214-4495



## FOR SALE

By

Department of Transportation



**Access:** Access to the parcel will be along Crestwood Drive.

**Zoning and Utilities:** SCDOT recommends that prospective purchasers check with local officials prior to bidding to ensure that said property is suitable for their intended use and verify that utilities are in place for their intended use.

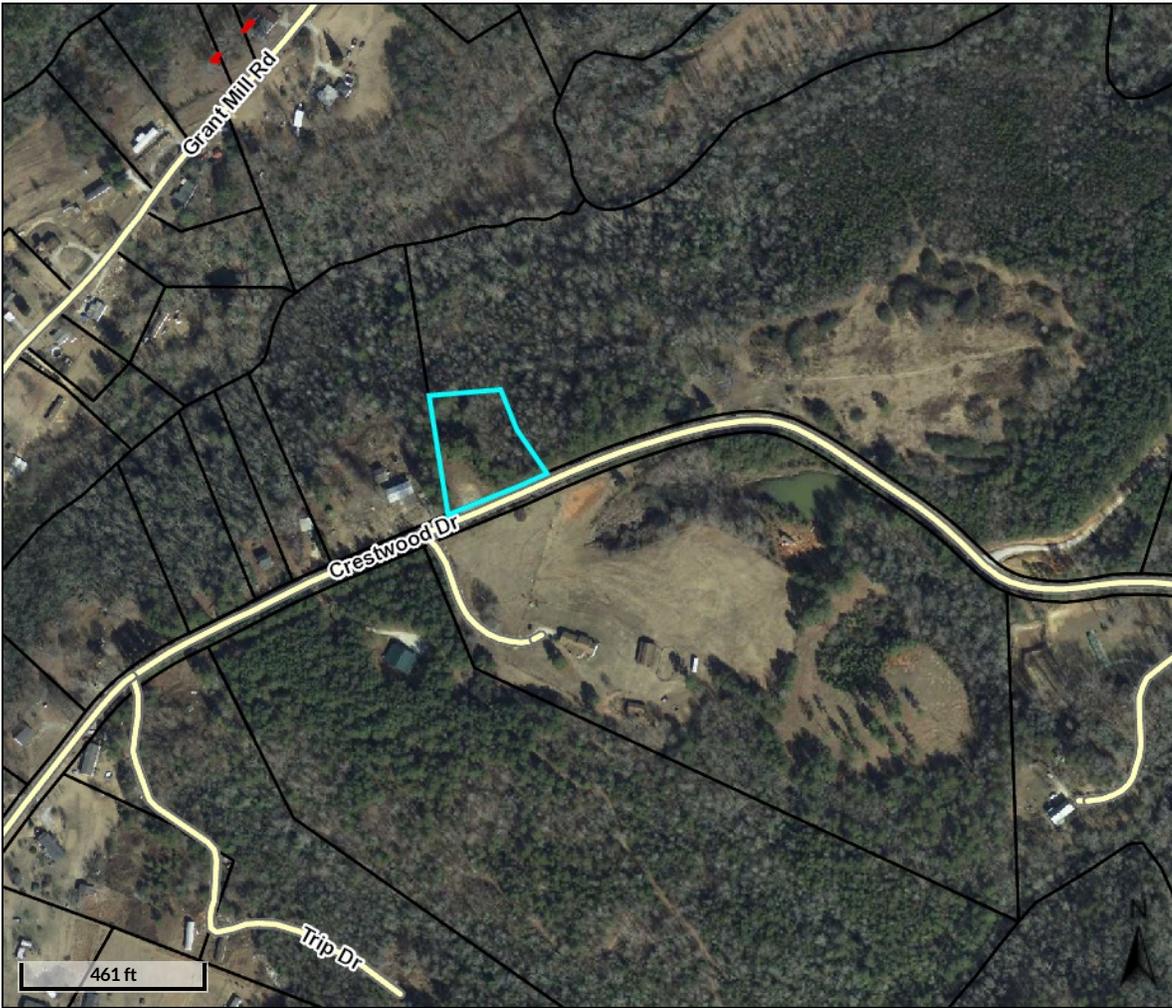
**Encumbrances:** Possible normal utility type easements, covenants, restrictions, agreements, or licenses, and the governmental police powers, encroachments or legal restrictions affecting the subject property could be in place. Therefore, SCDOT recommends that prospective purchasers check with local officials prior to bidding to make sure that said property will work for their intended use.

**Elevation, Topography and Flood Plain:** A survey is recommended, but not required, to verify the actual acreage, location and extent of the flood zone, if any.

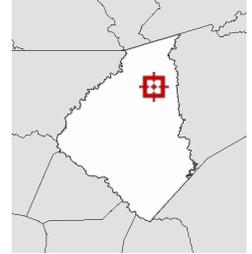
**Environmental Concerns:** The prospective purchaser is urged to seek professional assistance in determining the nature and extent of any hazardous substances prior to bidding on said property.

**Sales Price:** To be set by the bid amount. However, SCDOT reserves the right to reject all bids if they are all determined to be inadequate based upon fair market value for similar property in the area.

The materials presented in this packet cannot be guaranteed as to the accuracy or timeliness. All information in this packet is considered "as is" without warranty. Under no circumstances shall SCDOT, its agents or any contributor to this information packet be held liable for any direct, indirect, incidental, punitive, special or consequential damages that result from the use of, or inability to use, this information.



**Overview**



**Legend**

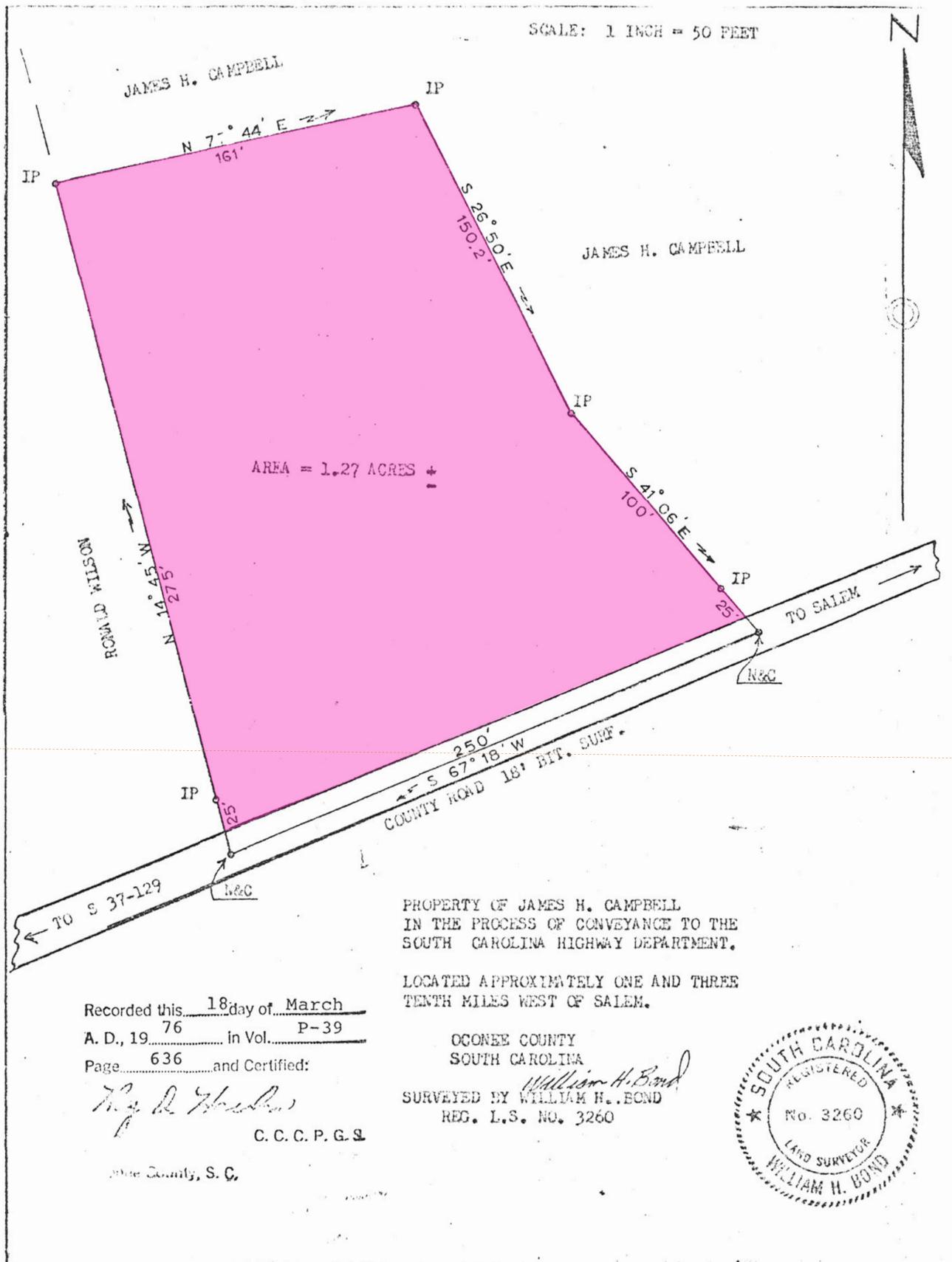
-  Parcels
-  Landhook
-  Roads

<b>Parcel ID</b>	064-00-01-032	<b>Alternate ID</b>	2948	<b>Owner Address</b>	SC DEPT OF TRANSPORTATION PO BOX 191 COLUMBIA, SC 29202	<b>Last 2 Sales</b>			
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Vacant Exempt			<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Property Address</b>		<b>Acreage</b>	1.27			4/4/2006	0	n/a	U
<b>District</b>	002					n/a	0	n/a	n/a
<b>Brief Tax Description</b>	n/a								

(Note: Not to be used on legal documents)

Date created: 7/30/2020  
Last Data Uploaded: 7/29/2020 9:59:20 PM

Developed by 



Recorded this 18 day of March  
 A. D., 19 76 in Vol. P-39  
 Page 636 and Certified:  
*W. H. Bond*  
 C. C. C. P. G. S.  
 Oconee County, S. C.

PROPERTY OF JAMES H. CAMPBELL  
 IN THE PROCESS OF CONVEYANCE TO THE  
 SOUTH CAROLINA HIGHWAY DEPARTMENT.  
 LOCATED APPROXIMATELY ONE AND THREE  
 TENTH MILES WEST OF SALEM.  
 OCONEE COUNTY  
 SOUTH CAROLINA  
 SURVEYED BY *William H. Bond*  
 REG. L.S. NO. 3260



**PROPOSAL AND COMMITMENT**

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**Proposal**

The Bidder/Buyer hereby offers to purchase from South Carolina Department of Transportation ("SCDOT") the Subject Property hereinafter described for the sum of:

\_\_\_\_\_ ( \$ \_\_\_\_\_ )  
("Bid Amount").

**Description of Subject Property**

**SCDOT File:** MSC #214 **County:** Oconee **TMS No.:** 064-00-01-032 **Road:** Crestwood Dr.

**Further Description:** Approximately 1.27 acres of land located along Crestwood Drive.

**Terms of Proposal and Commitment**

By the submission of this Proposal and Commitment, the Bidder agrees to be bound to all of the terms and conditions set forth herein. If this Proposal and Commitment and Bid Amount are accepted as the highest responsible and responsive bid, SCDOT will notify the Bidder in writing by mail to the address set forth above of the award of a contract. The award letter and this Proposal and Commitment shall constitute the entire contract of sale.

**Bid Guaranty**

Attached hereto is a **certified check or money order** made payable to SCDOT in the amount of **10% of the Bid Amount** as a guaranty that if SCDOT determines that Bidder is the highest responsive and responsible bidder and is awarded the contract, Bidder will purchase the Subject Property in accordance with this Proposal and Commitment and the terms and conditions set forth herein. If, after having been awarded the contract, Bidder fails to purchase the Subject Property in accordance with the terms and conditions herein, SCDOT shall be entitled to retain the full amount of the Bid Guaranty. **NO PERSONAL CHECKS WILL BE ACCEPTED.**

1. **Submission of Bids.** All bids must be submitted on this Proposal and Commitment form, or a copy of same. The Proposal and Commitment form must be completed, initialed on each page, and signed on the last page by the bidder and by at least one witness. The completed Proposal and Commitment form and the Bid Guaranty must be submitted to SCDOT in a **sealed envelope**. The sealed envelope shall indicate on its face that it contains

a bid, the bidder's name and address, the property for which the bid is submitted, and the county where the property is located. **All bids must be sent by mail, the sealed envelope must be mailed to SCDOT, Attn: Property Management, Post Office Box 191, Columbia, South Carolina, 29202-0191. No hand delivery of bids or attendance at the bid sale will be allowed due to COVID-19. An online meeting code can be provided in advance, if you wish to watch the bid opening. However, there will be no negotiation allowed during the bid opening.**

2. Deadline for Submission of Bids. To be considered, a bid must be received by SCDOT's Right of Way Division prior to the deadline stated in the Notice to Bidders. SCDOT will not be responsible for delays in the mail. Bids received after the time for opening of bids will be returned. The deadline for submission of bids stated in the Notice to Bidders shall control over any other dates published or printed. No bids will be received nor will any higher bidder be allowed to withdraw a bid after the deadline.
3. Bid Guaranty. No bid will be considered unless it is accompanied by a **certified check** made payable to SCDOT in the amount of **10%** percent of the Bid Amount. SCDOT will retain the successful bidder's check as a guaranty that the bidder will close the transaction in accordance with the contract. The successful bidder will be entitled to a credit against the full Bid Amount due at closing for the amount of the Bid Guaranty. SCDOT will return all unsuccessful bidders' certified checks by regular mail unless a bidder makes other arrangements with SCDOT for the return of the bidder's check.
4. Confidentiality. All properly submitted bids shall be kept confidential until bid opening.
5. Bid Opening and Evaluation. Bids will be opened at the SCDOT Silas N. Pearman Building, 955 Park Street, Columbia, South Carolina at the time of the deadline for the submission of bids. After the bids are opened and read, they will be compared to determine which bid is the apparent highest bidder, but an award will not be made at that time.

**The deadline for the receipt of mailed bids is 11:00 AM on Wednesday, August 26, 2020. The bid opening will be held at 11:00 AM on Thursday, August 27, 2020. No hand delivery of bids or attendance at the bid sale will be allowed due to COVID-19. An online meeting code can be provided in advance, if you wish to watch the bid opening. However, there will be no negotiation allowed during the bid opening.**

6. **Right to Reject All Bids.** SCDOT reserves the right to reject all bids if it determines that it is not in SCDOT's or the State's best interest to accept the bids that are presented.

7. Award of Contract. If a contract is awarded, the award will be made to the highest responsive and responsible bidder whose bid complies with all the requirements of the solicitation. The award of the contract will be made within 30 days after the opening of the bids. The successful bidder will be notified, by regular mail to the address shown on the Proposal and Commitment form, that the bidder has been awarded the contract for the purchase and sale of the Subject Property.
8. Marketability of Title and Conveyance. SCDOT makes no representations as to the marketability of title to the Subject Property. SCDOT will convey its right, title and interest by a Quitclaim Deed, subject to all existing easements, restrictions, covenants and conditions appearing of record or upon a reasonable examination of the property.
9. Condition of Subject Property. SCDOT makes no warranty of any kind, either express or implied, as to the physical condition of the Subject Property or of its fitness for a particular purpose. The Subject Property is being sold in "AS IS" condition. The submission of a bid shall be considered prima facie evidence that the bidder has made all examinations and inspections of the Subject Property that bidder deems necessary to be fully informed as to the conditions to be encountered in purchasing the Subject Property.
10. Inspections of Subject Property. SCDOT will make the Subject Property available to prospective bidders, upon request, for examination and inspections of any kind, including, but not limited to the following: inspections for environmental or soil conditions; the existence of hazardous substances; surface or storm water conditions; termite, water or fungus damage; or structural defects. All examinations and inspections shall be at the bidder's, or the bidder's agents, own risk. Any prospective bidder who enters, or directs its agents or employees to enter, the Subject Property for viewing or inspection agrees to indemnify and hold harmless SCDOT from any and all injuries to people or property that may arise out of such viewing and inspection.
11. Date of Closing. Closing dates will be assigned based upon the amount of time deemed reasonable for the successful bidder to make final payment. Time is of the essence and no extensions will be allowed without the written agreement of SCDOT's Director of Right of Way. SCDOT will notify the successful Bidder of the closing date in the letter notifying the bidder of the award of the contract. The closing date will be: **On or before 90 days of the date contract is awarded.**
12. Possession. Possession of the Subject Property will be given to the successful bidder at closing.
13. Delivery of Deed, Bid Amount and Payment of Closing Costs. At closing, SCDOT will deliver to the successful bidder a properly executed Quitclaim Deed for the Subject

Property in exchange for a certified check or bank money order payable to SCDOT in the Bid Amount less the amount of any Bid Guaranty. The successful bidder will be responsible for all closing costs, including, but not limited to the cost of recording the deed, deed stamps, survey costs, and title examination.

14. Disclosures and Disclaimers. All information contained herein, or provided in addition hereto, is believed to be accurate, but is not guaranteed.

WITNESS:

\_\_\_\_\_

BIDDER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_