

**FOR SALE**  
**SC DEPARTMENT OF TRANSPORTATION**  
**File No. 26.036774A    Tract 9 & 23    Horry County**



**Offered at \$205,000**

**General Property Description: Approximately 1.12 acres of vacant and unimproved land, visibility from US Route 17 Bypass and access along Northgate 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.

**Access:** This property has public access from Northgate Drive which is accessed from Macklen Road..

**Elevation, Topography and Flood Plain:** A survey is recommended to determine the extent of the flood zone.

**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.

**Mail Offer/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





From SC 707



Intersection SC-707 and Hwy 17 Bypass Ramp



From Macklen and SC 707



Aerial View of Parcel

**CONTRACT OF SALE**

This is a legal document. If you have questions concerning this contract form, you may call SCDOT at 803-737-1400 for an explanation. 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 17).

1. **PARTIES:** This Contract of Sale is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **South Carolina Department of Transportation (“SCDOT”)**, and \_\_\_\_\_ (“Buyer”).

**BUYER’S NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**PHONE NOS.:** \_\_\_\_\_  
**EMAIL ADDRESS:** \_\_\_\_\_

Title to the subject property will be taken in the name(s) of: \_\_\_\_\_

2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, SCDOT agrees to sell and Buyer agrees to buy the following described real property with all improvements and fixtures thereon, if any, which shall be referred to herein as “the Subject Property”.

**SCDOT File # 26.036774A    Road/Route- SC Route 707**

**Address: Located at NE quadrant of the intersection at US Route 17 BP and SC Route 707 (Socastee Blvd) along Northgate Drive.**

**County: Horry    City: Myrtle Beach, SC    Combined Tax Map Nos. 1800002079 & 1800903029**

**Further Description: Approximately 1.12 acres of vacant and unimproved land, visibility from US Route 17 Bypass and access along Northgate Drive.**

3. **PURCHASE PRICE:** The purchase price shall be the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

4. **EARNEST MONEY:** Earnest money in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) shall be delivered to SCDOT, or to its authorized agent, in the form of a certified check made payable to \_\_\_\_\_. Payment of the Earnest Money, along with this Contract of Sale executed by the Buyer, shall constitute the Buyer’s offer to purchase the Subject Property under the terms set forth herein.

5. **ACCEPTANCE OF CONTRACT:** The execution of this Contract of Sale by SCDOT’s Director of Rights of Way, or his or her authorized designee, shall be deemed an acceptance of the Buyer’s offer to purchase the Subject Property under the terms of this Contract of Sale.

6. **DATE OF CLOSING:** The closing date will be held on or before 60 days from date of acceptance by both parties. Time is of the essence and no extensions will be allowed without the written agreement of SCDOT’s Director of Rights of Way or authorized designee.

\_\_\_\_\_ BUYER’S INITIALS

\_\_\_\_\_ SCDOT INITIALS

7. **POSSESSION:** Possession of the Subject Property will be given to the Buyer at the time of closing.
8. **CONFIDENTIALITY:** All offers and terms of the contract shall be kept confidential until closing.
9. **SURVEY AND TITLE EXAMINATION:** The Buyer may have a survey of the Subject Property completed, at the Buyer's expense, and provide copy of same to SCDOT at the address given at the end of this contract at least 20 days prior to closing. The Buyer may also have the title to the Subject Property examined prior to the agreed upon closing date.
10. **MARKETABILITY OF TITLE AND CONVEYANCE:** SCDOT makes no representations as to the marketability of the title to the Subject Property. SCDOT will convey its right, title and interest to the buyer by Quitclaim Deed, subject to all existing easements, restrictions, covenants, conditions appearing of record or upon a reasonable examination of the property. The conveyance shall also be subject to any control of access shown on SCDOT highway plans or exhibits.
11. **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.
12. **INSPECTION OF SUBJECT PROPERTY:** SCDOT will make the Subject Property available to the Buyer 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 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 the Subject 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.
13. **DELIVERY OF DEED, SALES PROCEEDS AND PAYMENT OF CLOSING COSTS:** At closing, SCDOT will deliver to the Buyer a properly executed Quitclaim Deed for the Subject Property in exchange for a certified check for the approved balance due and payable to SCDOT. The Buyer will be responsible for all closing costs, including, but not limited to, the cost of recording the deed, deed stamps, survey costs, cost of recording the survey, and title examination. SCDOT's Real Estate listing agreement obligations, if any, will be settled by the SCDOT.
14. **DISCLOSURES AND DISCLAIMERS:** All information contained herein, or provided in addition hereto, is believed to be accurate, but is not guaranteed.
15. **DEFAULT:** In the event of any default or failure of Buyer to comply with the terms and conditions of this Contract of Sale, SCDOT will be entitled to retain the Earnest Money. In the event of any default or failure of SCDOT to comply with the terms of this Contract of Sale, Buyer's sole remedy shall be the return of the Earnest Money.
16. **ENTIRE BINDING AGREEMENT:** This Contract of Sale, when signed by both parties, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and SCDOT concerning the Subject Property. This Contract of Sale 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. The Contract of Sale shall be binding upon the parties and their heirs, assigns, successors, executors, or administrators.

17. **CHANGES OR COUNTER PROPOSALS:** All conditions, changes, or counterproposals to the terms of this printed Contract of Sale shall be indicated in this Paragraph 17 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 will be written or typed in the space below as Paragraph 17 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 \_\_\_\_\_

SCDOT: \_\_\_\_\_ Date \_\_\_\_\_

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

BUYER:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

SCDOT:

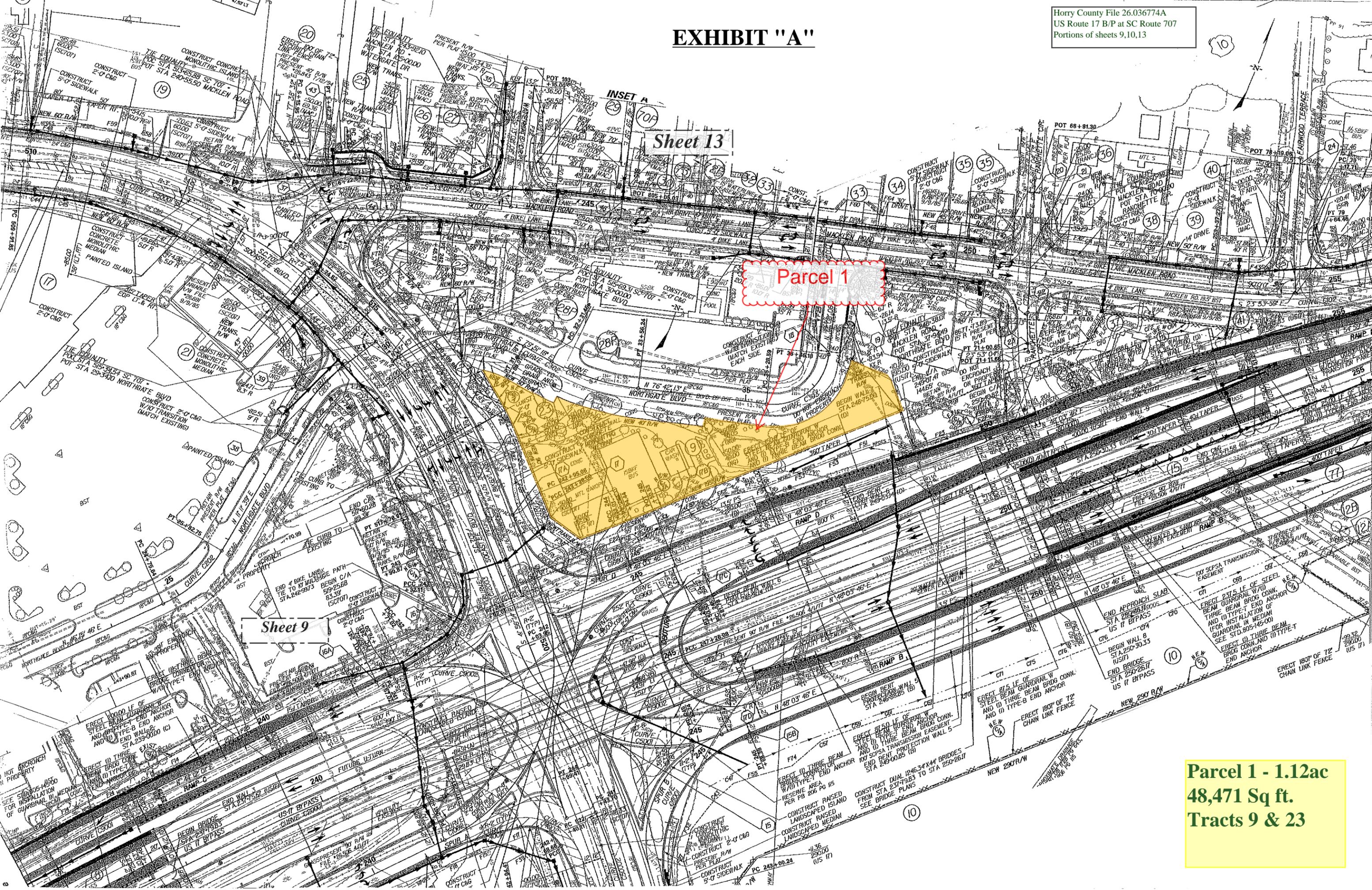
South Carolina Department of Transportation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SCDOT, Right of Way Division  
ATTN: Property Management, Room 422  
955 Park Street, Post Office Box 191  
Columbia, South Carolina 29202-0191  
Telephone No.: (803) 747-1400

# EXHIBIT "A"

Horry County File 26.036774A  
US Route 17 B/P at SC Route 707  
Portions of sheets 9,10,13



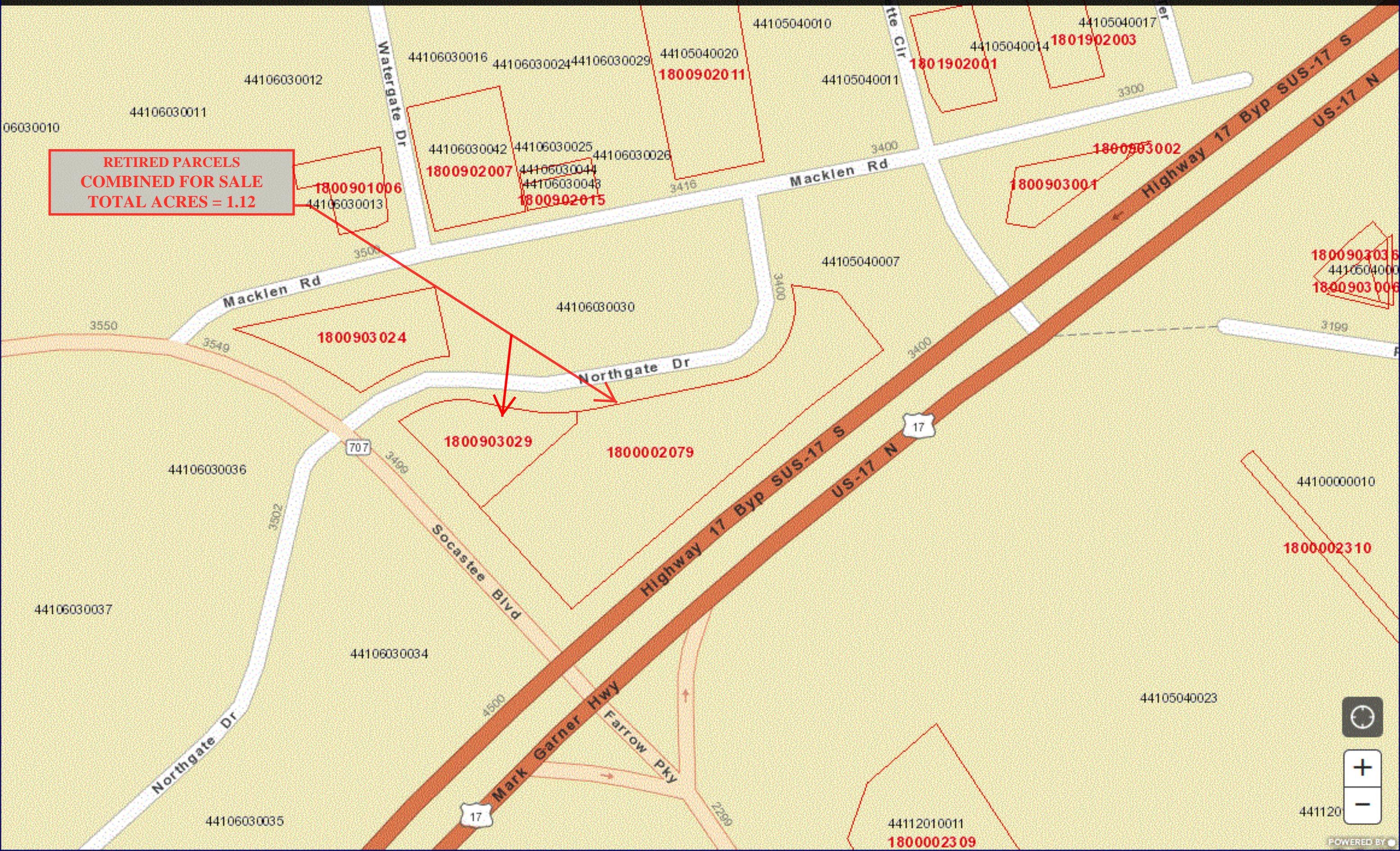
Parcel 1

Sheet 13

Sheet 9

Parcel 1 - 1.12ac  
48,471 Sq ft.  
Tracts 9 & 23

**RETIRED PARCELS  
COMBINED FOR SALE  
TOTAL ACRES = 1.12**



1800901006  
44106030013

1800902007  
44106030042

1800902015  
44106030044  
44106030043

1800902011  
44105040020

1801902001  
44105040014

1801902003  
44105040017

1800903001  
1800903002

1800903036  
44105040000  
1800903006

1800903024

1800903029

1800002079

1800002310

1800002309  
44112010011





# Myrtle Beach

POP. 27,109

N  
A  
L