

**FOR SALE**  
**Department of Transportation**

File 23.362A    Route I-385/Road S-272    Greenville County



**The subject parcel is approximately 0.88 of an acre of land and is located along the Southwest quadrant of Industrial Drive at I-385 and Road S-272 (West Georgia Road).  
Asking Price \$125,000**

**Easements:** A non-exclusive easement for ingress and egress has been granted along N. Industrial Drive, right of approximate survey station 548 +91.53 and extending in a southerly direction for a distance of approximately 75 feet. Other than this easement, encumbrances or any other possible normal utility type easements, covenants, restrictions or agreements, or licenses, and the governmental police powers, there are no known encumbrances, encroachments or legal restrictions affecting the subject property.

**Zoning:** Check with the local municipalities for specific ordinances, setbacks and regulations.

**Land:** The subject parcel is approximately 0.88 of an acre of vacant land and is located along the Southwest quadrant of N. Industrial Drive at I-385 and Road S-272 (West Georgia Road).

**Access:** Controlled access is in place along West Georgia Road (Road S-272) however a non-exclusive easement for ingress and egress has been granted along N. Industrial Drive.

**Elevation, Topography and Flood Plain:** This site has a moderately sloping topography. According to the Flood Hazard Map Panel Number 45045CO482E, effective August 18, 2014 the subject site is not within a flood plain. **A survey of the property is recommended.**

**Utilities:** To the best of our knowledge, all utilities are available in the area and are provided by public sources. **Please check with the local municipalities to verify.**

**Environmental:** The potential purchaser is urged to seek professional assistance in determining the nature and extent of any environmental concerns.

**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**



**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 #** 23.362A **Road/Route-** I-385  
**Tax Map No.** 0306000202101, 0306000202100, 0306000202200  
**Address:** 3113 North Industrial Drive  
**County:** Greenville **City:** Simpsonville  
**Further Description:** An irregular shaped parcel of land containing approximately 0.88 of an acre of land and located along the Southwest quadrant of Industrial Drive at I-385 and Road S-272 (West Georgia Road). A non-exclusive easement for ingress and egress has been granted along North Industrial Drive, right of approximate survey station 548+91.53 and extending in a southerly direction for a distance of approximately 75 feet.

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.
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.

\_\_\_\_\_ BUYER'S INITIALS      \_\_\_\_\_ SCDOT INITIALS

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:

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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: \_\_\_\_\_

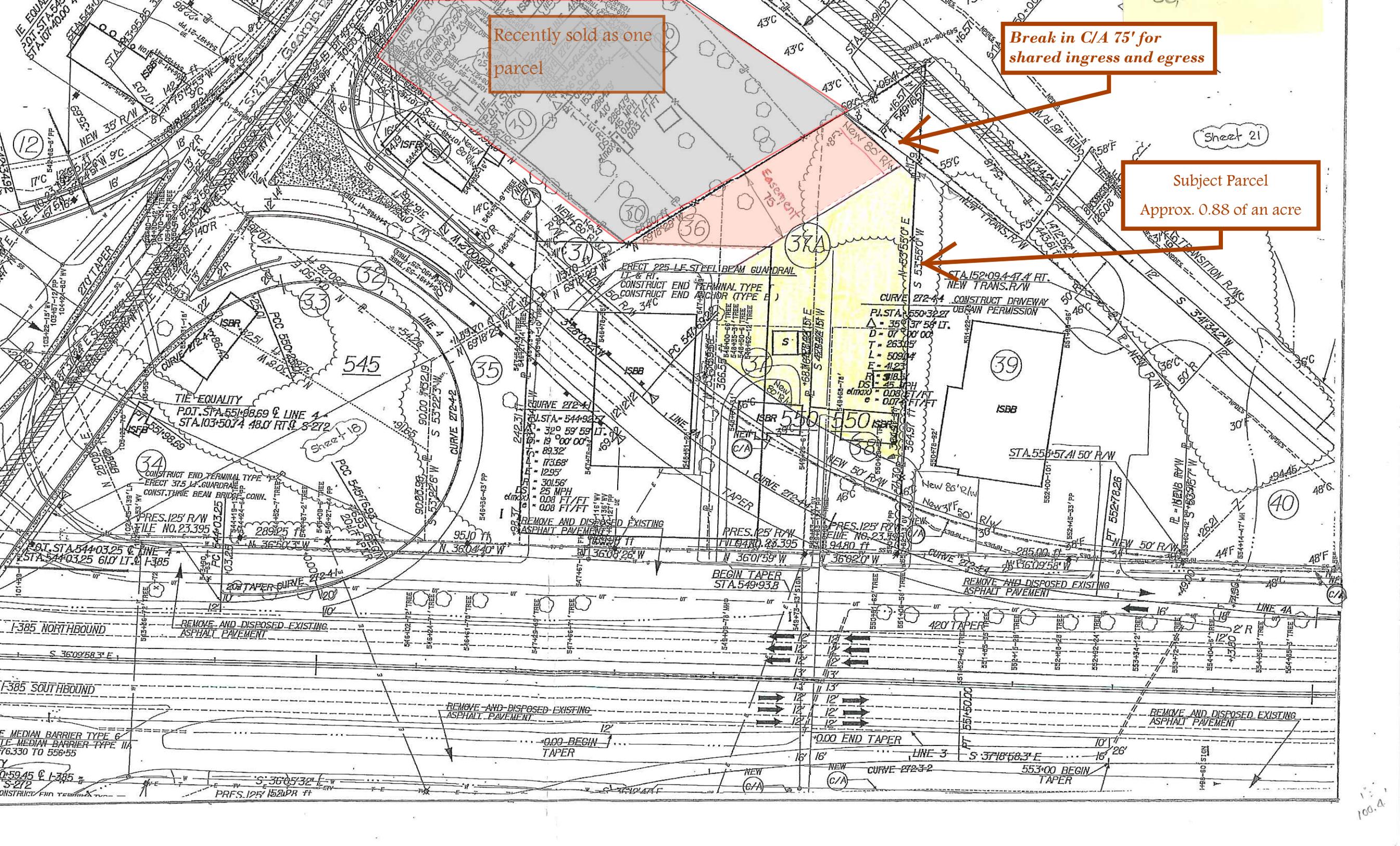
SCDOT, Right of Way Division  
ATTN: Property Management, Room 422  
955 Park Street, Post Office Box 191  
Columbia, South Carolina 29202-0191  
Telephone No.: (803) 747-1400

Recently sold as one parcel

Break in C/A 75' for shared ingress and egress

Subject Parcel  
Approx. 0.88 of an acre

Sheet 21



1" = 100.0'

**I-385 Road S-272 .88Ac**



Blue outlines Parcel for sale 0.88 of an acre  
 Yellow indicates 75' Driveway Easement

PIN / Tax Map #	0306000202101	Jurisdiction	8
Owner Name	South Carolina Department of T	Land Use	6800
Owner Name 2		Legal Description	PT 13 PT 14
Mailing Address	Po Box 191	Subdivision	Simpsonville Acres
City	Columbia	Site Address Number	
State	SC	Site Address Street	INDUSTRIAL
Zip Code	29202	Sale Price	\$485,000
In Care Of		Fair Market Value	\$350,000
Previous Owner	Noahs Ark Learning Center Inc	Taxable Market Value	\$350,000
Deed Date	7/3/2003	Taxes	\$46.80
Deed Book	2044	Date Taxes Paid	NaN/NaN/NaN
Deed Page	1903	Estimated Acres	1
Plat Book	36-F	Square Feet	0
Plat Page	28	Number of Bedrooms	0
Tax District	899	Number of Bathrooms	0
Market Area	C00056	Number of Half Baths	0

*Disclaimer: This Map is not a LAND SURVEY and is for reference purposes only. Data contained in this map are prepared for the inventory of Real Property found within this jurisdiction, and are compiled from recorded deeds, plats, and other public records. Users of this map are hereby notified aforementioned public primary information sources should be consulted for verification of the information contained in this map. Greenville County assumes no legal responsibility for the information contained in this map.*



Map Scale  
**1 inch = 133 feet**  
 8/9/2016

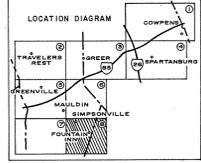
DATE DRAWN	BY
JULY 1, 1978	W.S. L.
JULY 1, 1978	W.S. L.
NOV. 1, 1978	W.S. L.
NOV. 1, 1979	W.S. L.
NOV. 1, 1980	W.S. L.
NOV. 1, 1981	W.S. L.
NOV. 1, 1982	W.S. L.
NOV. 1, 1983	W.S. L.
NOV. 1, 1984	W.S. L.

\*This map reviewed for cartographic accuracy. There are states of other revisions to map.

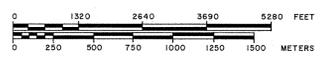


**LEGEND**

- UNPAVED..... CITY & COUNTY RDS.
- PAVED..... CITY & COUNTY RDS.
- UNPAVED..... SECONDARY SYSTEM
- PAVED..... SECONDARY SYSTEM
- MULTI LANE..... PRIMARY SYSTEM
- DIVIDED ROAD..... PRIMARY SYSTEM
- RAILROADS.....
- CITY LIMITS.....
- OUTLINE OF UNINCORPORATED AREA.....



**SHEET 8**  
**GREENVILLE - SPARTANBURG METROPOLITAN AREA**  
 THIS SHEET INCLUDES SIMPSONVILLE (SOUTH) & FOUNTAIN INN  
 SHOWING  
 PRIMARY AND SECONDARY SYSTEM  
 MAINTAINED BY  
**S.C. DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION**



82° 17' 30" 34° 40' 00" 82° 18' 30" 34° 37' 30" 82° 19' 30" 34° 42' 30" 82° 20' 30" 34° 45' 00"