

BID SALE INFORMATION

IMPROVEMENTS FOR SALE BY SC DEPARTMENT OF TRANSPORTATION					
PROJECT ID NO.:	036358F	COUNTY:	Marion	TRACT:	724



Improvement for Sale



Site Map

PROPERTY INFORMATION			
Site Address:	2413 Old Stage Road, Mullins, SC 29574	Property Type:	House and attachments
TMS No.:	069-00-00-076-000	Sqft:	1636
		Acre(s):	N/A
General Property Description: One story house. Vinyl siding. 3 bedroom, 2 bathroom. The improvements located on the property are sold "as is". TO BE MOVED FROM PROPERTY.			

BID SALE DATE	
Date: Thursday, September 19, 2024	Time: 11:00 AM
ALL BIDS MUST BE SUBMITTED BY 11:00 AM ON WEDNESDAY, SEPTEMBER 18, 2024	
SALE PRICE: SET BY BID. MINIMUM BID IS \$15,350.00	
Brief Conditions of Sale: All bidders are required to submit two (2) certified checks along with the executed Agreement For Sale and Removal of Improvements. The first check shall represent the earnest money and the second check shall be a performance deposit. The performance deposit may be refunded upon successful removal of the improvements and clean-up of the land. The property must be left in a child safe condition upon removal of the improvements.	
OPEN HOUSE SCHEDULED FOR Thursday, September 12, 2024 , 9:00 AM - 12:00 PM FOR FURTHER INFORMATION: 843-661-4797	

MAIL BIDS TO
SCDOT – PROPERTY MANAGEMENT – ROOM 424, POST OFFICE BOX 191, COLUMBIA, SC 29202
INFORMATION ON BID SUBMITTAL: 803-737-1400
<i>The materials presented in this packet cannot be guaranteed as to the accuracy or timeliness. 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, information.</i>

BID SALE INFORMATION



Living Room



Kitchen

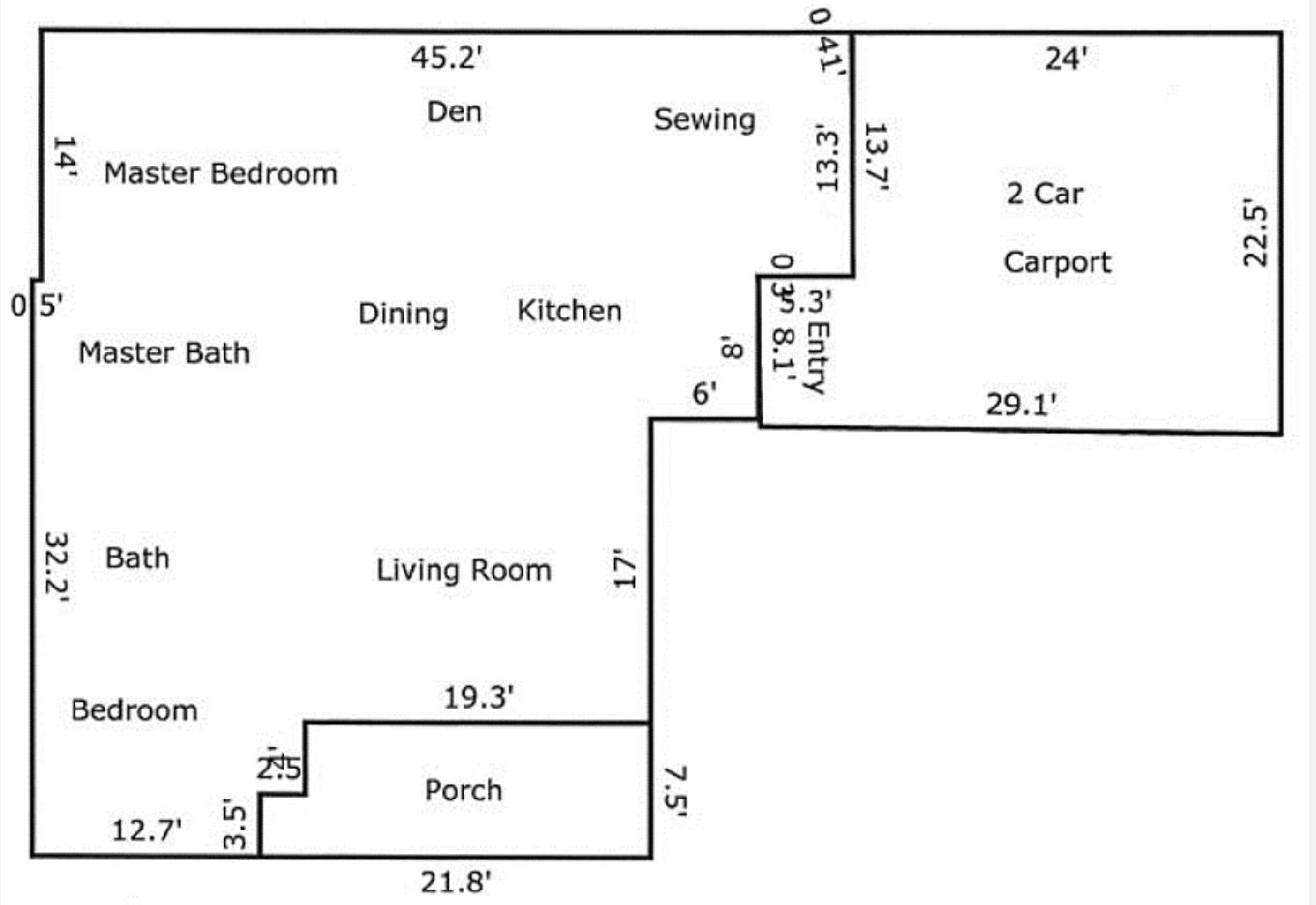


Bedroom



Rear Exterior

BID SALE INFORMATION



AGREEMENT FOR SALE
AND REMOVAL OF IMPROVEMENTS

This is a legal document. If you have questions concerning this document, you may call (843) 661-4797. 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 424
955 Park Street, Post Office Box 191
Columbia, South Carolina 29202-0191
(803) 737-1400

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

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): 2 bedroom 2 bathroom, one story home with a front porch and attached two car carport. Vinyl exterior and crawl space foundation. Detached workshop/shed, located at 2413 Old Stage Road, Mullins, 29574 in Marion County, South Carolina. The structures are sold “as is” and must be moved off of the land at Bidder’s expense.

3. **PURCHASE PRICE:** Bidder shall pay SCDOT the sum of _____ (\$ _____) for the Subject Improvement(s). A Bid Guaranty in the amount of (\$ _____), which is 10% of the bid amount, and the Performance Deposit of Three Thousand (\$3,000.00) Dollars shall be delivered to SCDOT, along with this completed Agreement form, as Bidder’s offer.

All bids must be submitted to SCDOT in a sealed envelope. The sealed envelope shall indicate on its face that it contains a bid, Bidder’s name and the Subject Improvement(s) for which the bid is submitted. All bids must be mailed to SCDOT, Attn: Property Management, Room 424, Post Office Box 191, Columbia, South Carolina 29202.

The deadline for the receipt of bids is 11:00 AM on Wednesday, September 18, 2024. The bid opening will be held at 11:00 AM on Thursday, September 19, 2024.

There will be no negotiation allowed during the bid sale.

SCDOT reserves the right of 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.

_____ BUYER’S INITIALS

_____ SCDOT INITIALS

If the Agreement is accepted and signed by SCDOT, the Bidder shall have **fifteen (15) days** to pay to SCDOT the balance of the Purchase Price. All payments shall be made by a **certified check or money order** payable to SCDOT. **NO PERSONAL CHECKS WILL BE ACCEPTED.**

If the Bidder fails to deliver the balance of the Purchase Price within **fifteen (15) 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, Bidder's sole remedy shall be the return of any funds paid to SCDOT.

4. **REMOVAL:** As a condition of this Agreement and at Bidder's sole cost and expense, Bidder shall remove the Subject Improvement(s) from the above location within **forty-five (45) 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 Bidder.

If the Subject Improvement(s) is not removed from the property within **forty-five (45) days**, the Subject Improvement(s) shall revert to SCDOT and the sale shall be rescinded. SCDOT will have no obligation to reimburse Bidder any portion of the Purchase Price or the Performance Deposit and may, at its discretion re-list or demolish the Subject Improvement(s).

5. **EXTENSION OF TIME:** If an extension of time to pay the balance of the Purchase Price or for the removal of the Subject Improvement(s) becomes necessary, a written request must be submitted to the Property Management office. An extension may be granted if some event beyond the control of Bidder causes an unavoidable delay. SCDOT will approve or deny such circumstances on a case by case basis and provide a written response to the request.

5. **PERFORMANCE DEPOSIT:** To assure that the removal work is performed to SCDOT's satisfaction, Bidder shall make payment to SCDOT of a Performance Deposit in the amount of **Three Thousand Dollars (\$3,000.00)** 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 Bidder 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 Bidder in writing of the deficiencies. If the Bidder 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 Improvement(s) 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 Bidder's payment to SCDOT of the full purchase price.
9. **DEFAULT:** Please see paragraphs 3 and 4 above.
10. **ENTIRE BINDING AGREEMENT:** This Agreement, when signed by both parties, expresses the entire agreement and all promises, covenants, and warranties between the Bidder and SCDOT concerning the Subject Improvement(s). This Agreement can only be modified by a written instrument signed by the Bidder, 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: Michael W. Barbee, P.E.
 Title: Director, Rights of Way
 Date: _____