

FOR SALE
Department of Transportation

File No. 34.845.9 Tract 2 Marion County



**Approximately 0.41 of an acre vacant and unimproved site. Located along Road S-20 Address: 403 W. Marion Street, Mullins, SC 29547
OFFERED AT \$8600.00**

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 is accessible by W. Marion St. and Seaboard Ave.

Elevation, Topography and Flood Plain: A land survey was completed by SCDOT, the property appears to be in Flood Zone X which is NOT a special flood hazard area as shown on Firm Map 45067C0159E dated 10/18/2011.

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





View from Seaboard



Railroad box

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: 34.845.9 **Road/Route:** Road S-20 **Tax Map No:** 405-13-05

Address: W. Marion Street
County: Marion **City:** Mullins

Further Description: Approximately 0.41 of an acre vacant and unimproved site. Located along Road S-20 (West Marion St) and S-122 (Seaboard Ave).

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: _____

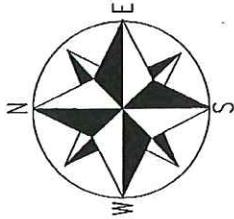
SCDOT, Right of Way Division
ATTN: Property Management, Room 422
955 Park Street, Post Office Box 191
Columbia, South Carolina 29202-0191
Telephone No.: (803) 747-1400

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN.

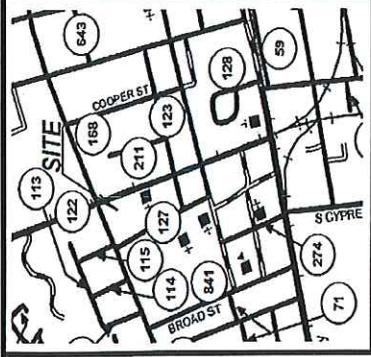
LEGEND

- IRON FOUND: IF
- IRON SET: IS #8REBAR
- /S OFF SET
- R/W RIGHT OF WAY
- ⊗ GAS VALVE
- ⊗ METER POLE
- ⊗ POWER POLE

THIS PROPERTY APPEARS TO BE IN FLOOD ZONE X WHICH IS NOT A SPECIAL FLOOD HAZARD AREAS AS SHOWN ON FIRM MAP 45057C0159E AND DATED 10/18/2011.



GRID NORTH



LOCATION MAP NOT TO SCALE

201400038637
 Filed for Record in
 MARION COUNTY, SC
 SHERRY R. RHODES, CLERK OF COURTS
 10-29-2014 At 10:46 am.
 FLAT/SMALL 5.00
 VOLUME 45 Page 570 - 570

W. MARION STREET (S-34-20)
 CURB
 S 64°30'13" E 68.67'
 N 64°30'13" W 50.00'
 S 17°49'27" E 50.00'

TRACT "1"
 0.05 AC.
 RR BOX
 SIGN POLE

SCSPC NAD 83 (VRS)
 N 868,846.3059
 E 2,525,535.8128

IF AXLE AT 191.95'
 S 93°32'10" W 84.93'
 S 93°32'10" W 101.00'

CHAIN LINK FENCE
 N 26°37'52" W 193.29'

N/F
 GENEICE STEWART JOHNSON
 TM# 405-13-03
 DB. V59 PG. 180

TRACT "1"
 CONTAINING 0.05 ACRE
 PORTION OF TM# 405-13-05
 DB. A363 PG. 51

TRACT "2"
 CONTAINING 0.41 ACRE
 PORTION OF TM# 405-13-05
 DB. A363 PG. 51

SEABOARD AVE. (S-34-122)
 CURB
 S 17°49'27" E 145.00'
 EDGE OF PAVEMENT
 CSX RAILROAD (30'R/W)
 EDGE OF PAVEMENT
 15' 15'

TRACT "2"
 0.41 AC.

N/F
 RINTZ SMITH
 TM# 405-13-06
 DB. A45 PG. 499

N/F
 JOYCE POUNDS
 TM# 405-13-08
 DB. A349 PG. 132
 PB. 13 PG. 110

S 18°05'17" E 53.08'
 IF 1" FLAT BAR

IF 3/4" PIPE
 S 27°56'25" E 41.51'

IF 1 1/2" PIPE

County of Marion
 Planning Commission
APPROVED FOR RECORDING

Genevieve Powell
 Signature

Blanner 10-23-14
 Title Date

© (FIRM'S RESPONSIBILITY) that the information herein was obtained by the Tax Assessor for his records has been signed duly authorized person.

Date: 10/29/14 Signed: *Michael W. Todd*
 Assessor or Assessor

ADDRESS:
 403 WEST MARION STREET
 MULLINS, SC 29574

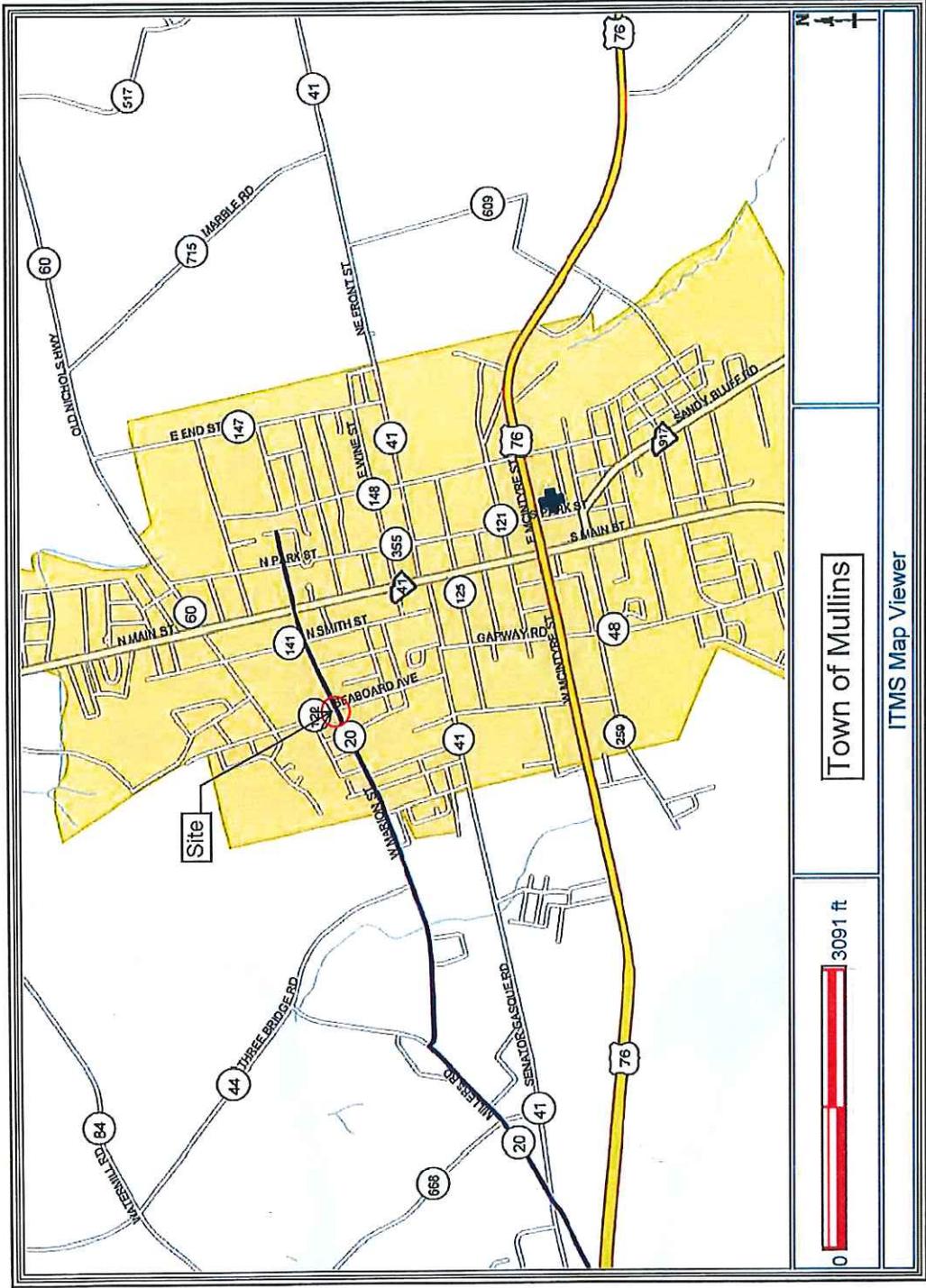
MICHAEL W. TODD II, PLS # 26610



FLORENCE SURVEYS
 1311 EAST NATIONAL CEMETERY RD.
 FLORENCE, SC 29506
 TELEPHONE 843-413-4592

DIVISION SURVEY FOR THE
**SOUTH CAROLINA DEPARTMENT
 OF TRANSPORTATION**
 CITY OF MULLINS, MARION COUNTY, SOUTH CAROLINA
 SCALE 1" = 40' SEPTEMBER 18, 2014





Town of Mullins

ITMS Map Viewer