FOR SALE
By South Carolina Department of Transportation

Approximately 1.5 Acres
Offered at $13,900.00

SC Route 9 (Lancaster Hwy) & SC Route 909 (Oakley Hall School Rd.)
Chester, SC

PROPERTY SUMMARY

Description/Parcel A: The subject property is located along the Southeastern edge of SC Route 9 (Lancaster Hwy.) eastbound lane near the junction of SC Route 909 (Oakley Hall School Rd.), near the City of Chester in Chester County. The site is triangular in shape with an estimated 300 feet of road frontage along SC Route 9. The parcel is located 2.9 miles West of Route I-77 exit 65, making it close to USC Lancaster, and approximately 1 hour to Columbia SC or Charlotte NC.

Tax Map Numbers: 106-00-00-029-000 & 106-00-00-030-000

Zoning: SCDOT recommends that prospective purchasers check with local officials prior to bidding to ensure said property is suitable 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: The site has frontage and exposure to SC Route 9. Access is provided from SC Route 9 as well.

Elevation, Topography and Flood Plain: The site is lightly rolling but mostly at grade with SC Route 9. A survey is recommended to determine the extent of the flood zone.

Utilities: SCDOT is not sure if all utilities are available in the area or if they are provided by public sources. Therefore, please check with the local municipalities to verify availability prior to bidding.

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.

SCDOT File No: 12.607
SCDOT Index No: 12-18 and 12-24
Contact Information: SCDOT
ATTN: Property Management
Post Office Box 191 / 955 Park Street (29201)
Columbia, South Carolina 29202
Telephone: 1-800-214-4495

DISCLAIMER

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.
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 line thru items in this form, doing so may nullify the document (See Paragraph 16).

1. PARTIES: This Contract of Sale is made this ___day of ______________ by and between the South Carolina Department of Transportation (hereinafter referred to as “SCDOT”), and ________________________ (hereinafter referred to as “Buyer”).

NAME: ________________________________
ADDRESS: ________________________________
PHONE NUMBERS: ________________________________
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, if any, which shall be referred to herein as “the Subject Property”.

SCDOT File 12.607  Road/Route SC Route 9

Address: Parcel is located along the Southeastern edge of SC Route 9’s (Lancaster Hwy.) eastbound lane at the junction of SC Route 909 (Oakley Hall School Rd.) near the City of Chester in Chester County, South Carolina.

County of Chester  City Chester  Tracts 98&99

Description/Parcel A: The 1.5 acre parcel is triangular in shape with an estimated 300 feet of road frontage along SC Route 9. The property is located approximately 2.9 miles west of Route I-77’s exit 65 and is identified as Chester Tax Map Parcel numbers, 106-00-00-029-000 & 106-00-00-030-000.

3 PURCHASE PRICE: The purchase price shall be the sum of ________________________________ ($______________) dollars.

4 EARNEST MONEY: Earnest money in the amount of $______________ dollars (minimum of 10% of offered amount) shall be delivered to SCDOT, or to its authorized agent, in the form of a certified check made payable to South Carolina Department Of Transportation. The earnest money, along with the Contract of Sale, signed by the Buyer, or its authorized agent, shall constitute the Buyer’s offer to purchase the Subject Property under the terms herein.
5. ACCEPTANCE OF CONTRACT: The execution of this contract by SCDOT’s Director of Rights of Way, or his or her authorized designee, and delivery to the Buyer, shall be deemed an acceptance of the Buyer’s offer to purchase the Subject Property under the terms herein.

6. DATE OF CLOSING: The closing date will be: on or before 90 days from time 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 Right of Way or authorized designee.

7. POSSESSION: Possession of the property will be given to the Buyer at the time of closing.

8. CONFIDENTIALITY: All offers and terms of contracts 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 20 days prior to closing. The Buyer shall also have the title to the subject Property examined prior to the agreed closing date so that the closing document can be prepared.

10. MARKETABILITY OF TITLE AND CONVEYANCE: SCDOT makes no representations as to the marketability of the title to the subject premises. 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.

14. DISCLOSURES AND DISCLAIMSERS: All information contained herein, or provided in addition hereto, is believed to be accurate, but is not guaranteed.
15. **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 Seller 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.

16. **CHANGES OR COUNTER PROPOSALS:** All conditions, changes, or counterproposals to the terms of this printed Contract of Sale shall be indicated in this Paragraph 16 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 16 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 authorized agent of both parties below:

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Accepted By the Buyer: ___________________________ Date________________________

Accepted By the Seller: ___________________________ Date________________________

**WITNESSES:**

Buyer:

By: ___________________________

Printed Name: ___________________________

Title: ___________________________

Date: ___________________________

SCDOT:

South Carolina Department of Transportation

By: ___________________________

Printed Name: Brian W. Keys

Title: Director of Rights of Way

Date: ___________________________

SCDOT, Right of Way Division

Attn: Property Management, Room 422

955 Park Street, PO Box 191

Columbia, South Carolina, 29202

Telephone No. (803) 737-1400