

The Newberry County Council has authorized the sale of the property herein. Attached you will find information relative to the property listed. The following terms and conditions have been established in the Invitation to Bid.

- 1. PLEASE RETURN ALL PAGES OF THIS BID PACKAGE WITH YOUR SUBMISSION. FAILURE TO RETURN ALL PAGES MAY RESULT IN DISQUALIFICATION OF THE BID.**
2. The Bidder shall assume full responsibility for timely delivery of bids to the location designated for the receipt of bids.
3. **Sealed bids will be received on April 12, 2023 at 11:00 a.m.** and must be submitted on the Bid Form attached. The outside of the envelope shall be marked, "SEALED BID # 2023-4; "Pond Street Property"".

All hand delivered bids shall be addressed to:

Newberry County  
Purchasing Department  
1309 College Street  
Newberry, SC 29108  
Re: SEALED BID # 2023-4; Surplus Property

All mailed bids shall be addressed to:

Newberry County  
Purchasing Department  
Post Office Box 156  
Newberry, SC 29108  
Re: SEALED BID # 2023-4; Surplus Property

All bids received prior to the public opening will be held until the designated time of opening. Bids that do not conform to the above requirements will not be accepted.

4. The opening of bids shall take place in the Courthouse Annex Conference Room, 1309 College Street, Newberry at 3:00 p. m.
- 5. ALL BIDS ARE TO BE NET TO THE OWNER. ALL ASSOCIATED COSTS WITH THE TRANSFER OF PROPERTY (e.g. Attorney Fees, Filing Fees, Drafting and Filing Easement as required under Section 10 of this bid offering, etc.) WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER AND MUST BE INCLUDED IN THE PAYMENT AT THE TIME OF CLOSING.**
6. The Owner may accept bids subject to contingencies; however, in its sole and exclusive discretion, the Owner reserves the right to discount the value of a bid due to the number and impact of any contingencies incorporated within the bid. Neither the Owner nor its agent shall be required to assist any prospective bidder with the procurement of satisfaction of any contingencies contained within a bid.

- 7. The Owner reserves the right to consider the offering price, any conditions of the offer, the financial ability of the prospective purchaser and any other matters believed by the Owner to be relevant in considering any bid.
- 8. THE OWNER HEREBY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. This Invitation to Bid is not an offer to sell and does not constitute or create any obligation of any nature on the part of the Owner. The successful bidder will be determined by Newberry County.
- 9. The Owner will deliver the property to the purchaser in "as is" condition by a limited warranty deed. The sale is subject to all rights-of-way, leases, easements of record, and other matters affecting title whether recorded or not and to any and all governmental laws and ordinances applicable to the property.
- 10. An easement is a condition precedent and shall be require for ingress and egress for the property known as Tax Map Number 340-1-15 and Tax Map Number 340-1-10. The easement shall be prepared for execution and filing at closing.
- 11. All information contained within this Invitation to Bid is believed to be accurate but is not guaranteed by the Owner or its agent.
- 12. This property is to be sold "AS IS".
- 13. All interested persons visiting or viewing the property may do so at their own risk and must assume all risk connected therewith, including but not limited to the obligation to indemnify and hold harmless the Owner from any loss it may experience as a result of visiting or viewing the property.

The Owner’s agent, Purchasing Director, will make itself available to assist in any way possible as you consider the submission of a bid on the property. For information, you may contact Crystal Waldrop at (803) 321-1420.

Bidder: \_\_\_\_\_

Agent/Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone: \_\_\_\_\_

The undersigned (hereinafter called the "Bidder"), having inspected the real property owned by the County of Newberry more fully shown on a map of the property, a copy of which is attached hereto, in reliance upon its examination and inspection, hereby offers to purchase from the County of Newberry the parcel of real property bid upon below. The Owner reserves the right in its sole discretion to refuse any and all bids.

The subject property is a portion of a driveway that was deeded to the County and is 139 feet in length and having a width of forty feet. The subject property is located in the Pine Hill Estate, off of Hwy US 76, Newberry, South Carolina. The subject property is identified on the Newberry County Assessor’s tax maps as being in between parcel numbers 340-1-10 and 340—1-15. The property connects to a private drive, Pond Lane.

**AMOUNT OF BID: \$ \_\_\_\_\_**

**Minimum bid shall be \$1,000.00**

UPON ACCEPTANCE of this bid by the Owner, this bid shall constitute a CONTRACT OF SALE between the Owner and the Bidder for the purchase of the property.

The Bidder hereby offers to pay for the property in the amount of bid, upon the following terms and conditions:

- The closing of the sale of the property shall take place within thirty days of award or as soon as thereafter as may be practical.
- Prior to closing, the Bidder shall have the right to enter upon and inspect the property and to have the same tested for toxic or other hazardous substances and otherwise make such physical inspections and analysis as the Bidder shall deem necessary or appropriate (“due diligence”).
- Prior to closing, the Bidder shall sign Exhibit A acknowledging that he has had an adequate opportunity to inspect and test the property to be acquired pursuant to this inspection and testing right. The Bidder shall have possession of the property at closing.
- The property shall be conveyed by the Owner to the Bidder at the closing in “as is” condition. Said conveyance shall be by limited warranty deed, subject to easements, restrictions of record and all other matters affecting title whether recorded or not, and to any and all laws and ordinances applicable to the property.
- All taxes from the property shall be prorated as of the closing date with the Bidder being responsible for, and paying when due, any and all taxes on the property due from and after the closing date. Rollback taxes, if applicable, shall be the responsibility of the Bidder.
- All risks of loss prior to closing shall be borne by the Owner, after which said risks shall be borne by the Bidder. The Bidder shall pay all documentary stamp taxes due as a result of the sale.
- The Bidder shall be responsible for, and shall pay when due, any and all assessments relating to the property which are made after the bid date.

The Bidder herewith deposits with the Agent, as earnest money on the purchase of the property, a cashier’s or certified check made payable (from a recognized financial institution) to the

County of Newberry, the amount of five (5%) percent of the Bidder's bid, to be applied to the purchase price if this bid is accepted by the Owner. The balance of the purchase price is due and payable by the Bidder to the Owner at the closing. Payment shall be by cashiers or certified check (from a recognized financial institution).

In the event the bid is rejected, the deposit shall be returned in full to the Bidder, without interest, within ten (10) days of the rejection. In the event the Bidder defaults hereunder and fails to comply with the terms of this bid, the Bidder hereby agrees that the earnest money paid by the Bidder shall be retained by the Owner as damages and the Owner may pursue any rights or causes of action available against the Bidder. In the event of default in the performance of any of the obligations of the Owner pursuant to this contract, the Bidder shall be entitled to terminate this bid by written notice to the Owner and receive a refund of the earnest money, but the Bidder shall otherwise have no further rights against the Owner.

This bid and the attached Invitation to Bid contain all of the terms and conditions of the Bidder's offer to purchase the property and there are no other written or oral agreements or understandings between the Bidder, Agent and Owner in regard to this bid, the Contract of Sale, or to the property.

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Any contingencies Bidder wishes to have considered (including any reasonable period of time Bidder believes necessary to conduct due diligence investigations):

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In The Presence of:

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Witness

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Bidder's Signature

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(Print Name)

The County of Newberry, as Owner of the property, hereby accepts the above bid to purchase the property as set forth above

In The Presence of:

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Witness

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Owner's Representative

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Title

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(Print Name)

**EXHIBIT A**

**ACKNOWLEDGMENT OF INSPECTION AND TESTING OPPORTUNITY**

**This constitutes acknowledgment that pursuant to the provisions of the Contract of Sale of Real Property entered into by \_\_\_\_\_ (Bidder) and the County of Newberry, South Carolina, the Bidder has had an adequate opportunity to inspect and test the "Subject Property".**

**Date: \_\_\_\_\_**

**Bidder**

\_\_\_\_\_

**By: \_\_\_\_\_**

**Its: \_\_\_\_\_**