

**Former SCE&G Dillon Gas Business Office Site
923 Highway 301 South – 1.0 Acre +/-
Dillon County Tax Map Number 069-02-07-007 and 016
Terms and Conditions of the Sealed Bid Process**

SELLER: Dominion Energy South Carolina

PROPERTY OFFERED FOR SALE (“Property”): Approximately 1.0 acre, more or less, known as the former SCE&G Dillon Gas Business Office Site located at 923 Highway 301 South in Dillon, South Carolina, Dillon County Tax Map Number 069-02-07-007 and 016.

SEALED BID PROCESS:

- Written, sealed Bids for the Property will be accepted and must be received ***no later than 11:00 AM on Wednesday, July 10, 2019***, at the law office of John F. Fisher, Esq. at Callison Fisher, LLC. Mailing address is: 440 Knox Abbott Drive, Suite 385 Cayce, SC, 29033.
- Bids should be submitted in a sealed envelope clearly marked with the following information: **BID – Former SCE&G Dillon Gas Business Office Site – 923 Highway 301 South**. All Bids must be submitted on the Bid Sheet form attached hereto, which may be supplemented by additional page(s), and all information thereon must be completed or Bid may be considered invalid.
- Bids must be received in-hand at the law office of John F. Fisher, Esq. Callison Fisher, LLC before 11:00 AM on Wednesday, July 10, 2019. This time limitation will be strictly observed. Bids will be opened in a closed session that afternoon by Mr. Fisher, who will certify the results. Dominion Energy will review the Bids and will select the successful bidder based on terms viewed overall to be most favorable to Dominion Energy by Friday, July 19, 2019. The successful bidder will be notified by telephone at the number indicated on the Bid Sheet.
- An Agreement of Sale and Purchase (the “Agreement”) will be provided to the successful bidder and must be timely signed and delivered to the law office of John F. Fisher, Esq. Callison Fisher, LLC. ATTN: John F. Fisher, 440 Knox Abbott Drive, Suite 385, Cayce SC, 29033, together with the required earnest money, by the successful bidder, no later than 5:00 PM on Wednesday, July 24, 2019, unless otherwise extended by mutual agreement of both parties.
- **Dominion Energy reserves the right to accept or reject any and all offers, for any reason or no reason in its sole discretion, and nothing contained herein shall be construed so as to impair such right.**

AGREEMENT OF SALE AND EARNEST MONEY DEPOSIT: The successful bidder forfeits and waives any and all rights to the Property in the event that the Agreement is not timely signed and delivered or the required Earnest Money is not timely delivered, as expressed above, and any other bidder may be contacted to consummate the sale at Dominion Energy’s discretion.

CLOSING:

- The sale will close following the expiration of an Inspection Period, as defined in the Agreement. Seller will be responsible for the cost of deed preparation, documentary stamp fees and real estate commissions. Property taxes will be prorated as of the date of Closing. The successful bidder’s failure to close after the expiration of the Inspection Period for any reason other than non-marketable title shall result in the forfeiture of the payment of Earnest Money and reimbursement of out-of-pocket expenses incurred by Dominion Energy.

- Closing is contingent upon approval of sale by Dominion's Board of Directors, South Carolina Public Service Commission and any other applicable regulatory body, and the Parties agree to delay Closing until all required approvals are received.

TITLE: Dominion Energy will convey title by limited warranty deed, subject to all existing reservations, encroachments covenants, restrictions, easements, rights-of-way, zoning, governmental regulations, land use regulations, and other matters of record or as shown on a current plat of the Property and other plats of record, or conditions which may be revealed by a visual inspection of the Property.

NO WARRANTY: Dominion Energy has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the suitability of the Property for any and all activities and uses which grantee or anyone else may conduct thereon; (c) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; or (e) any other matter with respect to the Property, and specifically, that Dominion Energy has not made, does not make and specifically disclaims any representations regarding compliance of the Property with any environmental protection, pollution or land use laws, rules, regulations orders or requirements, including solid waste, or the disposal, removal or existence, adjacent, near, in or on the Property, of any hazardous substance. Any conveyance of the Property is made on an "as-is" condition and basis with all faults. The successful bidder will be required to release and hold Dominion Energy and its successors and assigns harmless from any responsibility or obligations with respect to compliance of the Property with any environmental laws or the disposal or existence, adjacent, near, in or on the Property, of any hazardous substance.

BUYER'S FEE: Buyer shall be responsible but not limited to his/her own legal fees.

BUYER MUST VERIFY: All information provided herein is believed to be correct but should be verified by Bidder. Personal on-site inspection of the Property is recommended prior to submission of a Bid. The failure of any Bidder to inspect or to be fully informed as to the Property will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer or Earnest Money deposit after its opening tender.

CONTACT: Dominion Energy South Carolina
Real Estate Department (D112)
220 Operation Way
Cayce, SC 29033-3701
(803)217-9171
www.DominionEnergySC.com/land

BID SHEET -- Please Print Clearly
Former SCE&G Dillon Gas Business Office Site
923 Highway 301 South – 1.0 Acre +/-
Dillon County Tax Map Number **069-02-07-007 and 016**

DATE: _____

**MUST BE RECEIVED BY John F. Fisher, Esq. Callison Fisher, LLC by
11:00 on Wednesday, July 10, 2019**

Bid Amount: _____

Bidder's Name: _____

Title relative to Buyer Entity (if applicable): _____

Bidder's Signature: _____

Contact information for Bid opening date:

Buyer's Name: _____

Address: _____

City, State, Zip: _____

Phone Number(s): **Home:** _____ **Work:** _____

Mobile: _____ **Other:** _____

Email Address: _____

Comments: _____

To place a Bid, return this form to:

John F. Fisher, Esq.
Callison Fisher, LLC
440 Knox Abbott Drive
Suite 385
Cayce, SC 29033
(803) 661-9250 (Office)