

FOR SALE
John's Creek Tract Sale
Terms and Conditions of the Sealed Bid Process

SELLER: Dominion Energy South Carolina, Inc.

PROPERTY OFFERED FOR SALE ("Property"): Tract is 36.15 +/- acres located on the north and south sides of John's Creek Road near Chapin, SC. Lexington County tax map number 001600-04-054. See the Dominion Energy South Carolina, Inc. website – www.DominionEnergySC.com/land – for more information.

SEALED BID PROCESS:

- Written, sealed Bids for the Property will be accepted and must be received ***no later than 11:00 AM on Wednesday Sept. 18, 2019***, at the law office of John F. Fisher, Esq., at the Callison Fisher Law Firm, 440 Knox Abbott Drive, Suite 385, Cayce, SC 29033.
- Bids should be submitted in a sealed envelope clearly marked with the following information: **Bid – Dominion Energy South Carolina, Inc. Property – John's Creek Tract**. 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 Sept. 18, 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 South Carolina, Inc. will review the Bids and will select the successful Bidder based on terms viewed overall to be most favorable to Dominion Energy South Carolina, Inc. 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 Callison Fisher Law Firm, LLC, ATTN: John F. Fisher, Esq., at 440 Knox Abbott Drive, Suite 385, Cayce, SC 29033, together with the required earnest money.
- **Dominion Energy South Carolina, Inc. 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 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 the next Bidder may be contacted to consummate the sale at the Sellers 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 and documentary stamp fees. 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 South Carolina, Inc.
- This is a cash only transaction.
- Closing is contingent upon approval of sale by Dominion Energy South Carolina, Inc.'s management, 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 South Carolina, Inc. 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 South Carolina, Inc. 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 South Carolina, Inc. 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 South Carolina, Inc. 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.

BROKERAGE FEE: Buyer shall be responsible for payment of the fees of any brokerage or other real estate advisor or attorney that he/she has engaged in association with this transaction.

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

BID SHEET – Please Print Clearly

***John's Creek Tract
Lexington County, South Carolina***

DATE: _____

MUST BE RECEIVED BY THE CALLISON FISHER LAW FIRM
BY 11:00 AM ON WEDNESDAY SEPT. 18, 2019

Bid Amount: \$ _____

Bidder's Name: _____

Bidder's Signature: _____

Agreement information:

Buyer's Name: _____

Title relative to Buyer Entity (if applicable): _____

Address: _____

City, State, Zip: _____

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

Mobile: _____ Other: _____

Email Address: _____

Comments/Contingencies (if any): _____

To place Bid, return this form to:

**John F. Fisher, Esq.
Callison Fisher Law Firm, LLC
440 Knox Abbott Drive, Suite 385
Cayce, SC 29033
803-661-9250**