

**EXHIBIT A
TO
TENNESSEE VALLEY AUTHORITY
NOTICE OF PUBLIC AUCTION**

**MUSCLE SHOALS RESERVATION
TVA TRACT NO. X2NPT-25**

TERMS OF PUBLIC AUCTION

In case of dispute, the decision of the auctioneer will govern. The Tennessee Valley Authority (sometimes hereinafter referred to as "TVA"), as legal agent of the United States of America (sometimes hereinafter collectively referred to as "Grantor"), reserves the right to terminate, cancel, and/or postpone the auction at any time and reserves the right to reject any and all bids.

In the absence of a dispute requiring the decision of the auctioneer, the sale is final, and after the auction there will be no opportunity to raise the bid as permitted in court sales.

The minimum acceptable bid is \$780,000.00.

The Property will be sold to the highest qualified bidder. Any unsuccessful bidder will receive a refund of its earnest money deposit.

On the day of the auction, the successful bidder (sometimes hereinafter referred to as "Purchaser" and sometimes hereinafter referred to as the "Grantee") must make settlement with the clerk of the sale and sign an agreement of purchase and sale.

The Purchaser will be required to make full payment of the purchase price on the day of the sale. Certified cashier's check or wire transfer of immediately available funds will be accepted.

In the event the high bidder is unable to make full payment of the purchase price upon acceptance of the bid, the Property may be re-auctioned at TVA's sole option, and the earnest money deposit retained as liquidated damages.

Fraudulent bidders may be subject to prosecution under applicable Federal statutes.

The acreage is believed to be correctly stated; however, the Property is not sold on an acreage basis and no warranty as to acreage is made.

The Property is located within an area covered by, and managed in accordance with, Hazardous Waste Facility Permit No. AL3 640 090 004 issued by the Alabama Department of Environmental Management (ADEM). Following the auction, TVA will formally request ADEM to modify the Hazardous Waste Facility Permit to release the Property from that permit. It is anticipated that ADEM will require at least 75 days to review and process the permit modification request. If TVA's Hazardous Waste Facility Permit modification request is conditionally approved, ADEM will issue a letter of intent to modify the Hazardous Waste Facility Permit. TVA will deliver or mail the conveyance document to the Purchaser at the address given to the clerk of the sale within ten (10) days from either the date TVA receives the letter of intent to modify from ADEM or from the date of TVA's conveyance of a permanent easement to the cities of Muscle Shoals and Sheffield for road expansion, utilities, and recreational trails (see below), whichever occurs later. ADEM will not officially modify the Hazardous Waste Facility Permit to release the Property from the permit until after title to the Property has transferred to the Purchaser. TVA will continue after transfer of title to offer appropriate assistance to the Purchaser, as necessary, to obtain the release of the Property from the Hazardous Waste Facility Permit. If ADEM ultimately denies TVA's permit modification request, the Purchaser may elect to terminate the agreement of purchase and sale and receive a refund of the purchase price.

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The deed will contain special warranties of title. Title to the Property was examined by TVA prior to purchase and is believed to be good, but no further warranties or insurance will be furnished by TVA. The Property is sold "AS IS, WHERE IS" with no representations or warranties of any kind.

TVA does not represent that the Property will be acceptable as security for loans of money or that it will not be rendered unacceptable as such security by reason of the deed provisions and restrictions applicable thereto. While TVA may have suggested or recommended in its advertising or otherwise what it believes to be the highest and best use of the Property, it does not represent or warrant that the same is safe or suitable in any respect for such use. TVA expects the Property to be annexed by the City of Sheffield prior to the close of the sale. Verification of the zoning of the Property and determination of permitted uses, along with the suitability of the Property for any proposed future use, shall be the responsibility of the Purchaser, and TVA makes no representation in regard to zoning matters.

The Property was acquired by the United States of America by virtue of Deed from Sarah S. Parker Blomberg and Harry Parker, as Executors of the Will of George H. Parker, deceased, and Ingeborg Prinz, a widow, dated July 3, 1918, and recorded in Deed Book 27, page 616, in the office of the Judge of Probate of Colbert County, Alabama.

The Property is subject to a Grant of Easement dated December 12, 1977, of record in Deed Book 365, page 536, in the office of the Judge of Probate of Colbert County, Alabama, as corrected by Correction of Grant of Easement dated February 13, 1978, of record in Deed Book 367, page 24, in said office of the Judge of Probate which are attached hereto and made a part hereof as Exhibit B. The Property is also subject to a permanent easement for an underground fiber optic cable conveyed to BellSouth Telecommunications, LLC d/b/a AT&T Alabama dated July 11, 2014, of record in Deed Book 2014, page 20490, in said office of the Judge of Probate.

The Property will be conveyed subject to: 1) such rights as may be vested in the general public or adjoining owners in any public road running through the Property; 2) such rights of third parties as would be revealed by a physical inspection or survey of the Property; 3) such rights of third parties as would be revealed by an examination of the public records of Colbert County, Alabama; and 4) any known or unknown encroachments located on the Property. Additionally, the Property will be conveyed subject to a 100-foot wide permanent easement, located immediately adjacent to Reservation Road, for road expansion, utilities, and recreational trails which will be conveyed to the City of Muscle Shoals and the City of Sheffield prior to the close of the sale of the Property.

Grantor will grant the successful Purchaser the non-exclusive right to use Reservation Road for the purposes of ingress and egress to the Property until such time as the Grantor grants an easement to a public entity for the operation and maintenance of Reservation Road as a public road.

Grantor will reserve the right to access and maintain any existing utility infrastructure crossing the Property for so long as such utility infrastructure is necessary to service Grantor's remaining property.

Grantee, by acceptance of the special warranty deed, will covenant and agree on behalf of itself and its successors and assigns that the following shall constitute real covenants which shall attach to and run with the land and be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession:

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- (a) Grantee shall control or cause to be controlled all emissions of pollutants that might be discharged or released directly or indirectly into the atmosphere, into any stream, lake, reservoir, watercourse, or surface or subterranean waters, or into or on the ground from any part of the Property, in full compliance with all applicable standards relating to pollution control of any kind now in effect or hereafter established by or pursuant to Federal, state, or local statutes, ordinances, codes, or regulations.
- (b) Grantee shall conduct all land-disturbing activities on the Property in accordance with best management practices to control erosion and sedimentation so as to prevent adverse impacts on water quality and related aquatic interests in order to meet the requirements of Section 208 of the Clean Water Act and implementing regulations.
- (c) Grantee shall not remove groundwater from the Property or inject groundwater into the Property for any purpose except as mandated by applicable regulatory agencies or for environmental sampling or remediation purposes.
- (d) Grantee shall not construct improvements or place fill within the 100-year floodplain or wetland areas on the Property without the prior written approval of TVA. Any proposed construction or fill will be evaluated by TVA for compliance with Executive Order 11988 for floodplains and Executive Order 11990 for wetlands.
- (e) Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)), and based upon a complete search of agency files, the UNITED STATES OF AMERICA gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.
- (f) CERCLA Covenant. GRANTOR warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.
 - 1) This covenant shall not apply:
 - (a) in any case in which GRANTEE, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successors or assigns, or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

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- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
 - (iii) in the case of a hazardous substance(s) previously unknown by GRANTOR and GRANTEE as of the date of this conveyance but which is hereafter discovered by GRANTEE, its successors or assigns, or any party in possession and where after such discovery, GRANTEE, its successors or assigns, or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
- 2) In the event GRANTEE, its successors or assigns, seeks to have GRANTOR conduct any additional response action, and as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, its successors or assigns, shall provide GRANTOR at least 45 days' written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successors or assigns, or any party in possession.
- (g) Access. GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the UNITED STATES OF AMERICA, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.
- (h) Any other terms, conditions, and/or requirements TVA finds necessary to protect its statutory obligations, program requirements, and other interests.