

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

**TVA TRACT NO. XTELR-270**

**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 \$54,224.00**

The Property will be sold to the highest qualified bidder.

The successful bidder (sometimes hereinafter referred to as "Purchaser" and sometimes hereinafter referred to as the "Grantee") will be required to make full payment of the purchase price on the day of the sale. Certified cashier's checks or electronic wire transfer funds are accepted.

In the event the high bidder is unable to make the payment required hereunder, the Property may be re-auctioned at TVA's sole option.

Fraudulent bidders may be subject to prosecution under applicable 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 conveyance document will be delivered or mailed to the Purchaser at the address given to the clerk of the sale within thirty (30) days from the date the successful bidder pays the purchase price in full.

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 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. The Property does not currently have access to a public road and the successful bidder would be responsible for obtaining road access rights, if needed.

The Property was acquired by the United States of America by virtue of the Warranty Deed from Paul H. Cardwell, dated August 11, 1970, of record in Deed Book 113, page 603, in the office of the Register of Monroe County, Tennessee (TVA Tract No. TELR-1201).

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The Property will be conveyed subject to 1) such rights as may be vested in the state, county, or adjoining owners in any public road running through the Property; 2) such rights as may be vested in third parties to rights-of-way for telephone, electric, or other utilities; 3) such rights of third parties as would be revealed by a physical inspection or survey of the Property; 4) such rights of third parties as would be revealed by an examination of the public records of Monroe County, Tennessee; and 5) any known or unknown encroachments located on the Property. TVA has knowledge of two existing encroachments, which are shown on Exhibit C.

Grantor will reserve the right to enter upon the Property and do any and all things that TVA considers necessary and desirable in connection with its statutory program for river control and development. This right shall include, but not be limited to by reason of lack of specific enumeration, the right to temporarily or intermittently flood any portion of the Property lying below the 823.0-foot mean sea level contour elevation (all contour elevations referred to herein are based upon National Geodetic Vertical Datum 1929) and to permanently flood any portion of the Property lying below the 815.0-foot mean sea level contour elevation, with backwater created by the erection and operation of any dam or dams across the Tennessee River and its tributaries; and to the extent that the Grantor shall not unreasonably interfere with the Grantee's operations upon said Property, the right to clear, ditch, dredge, and drain said Property and apply larvicides and chemicals thereon, and the right to carry on bank protection work, erect structures, and do any and all other things which TVA deems necessary or desirable in the promotion and furtherance of public health, flood control, and navigation. Grantor's right to flood as referenced herein shall include those areas filled to or above the 823.0-foot mean sea level contour elevation, and Grantee, for itself, its successors and assigns, covenants and agrees that neither the United States of America nor TVA shall be responsible for any damages incurred as a result thereof.

Grantor, its agents and assigns, shall not be liable for any loss or damage to the Property or any improvements located thereon due to erosion or soakage of the Property as a result of wave action, fluctuation of water levels, or other causes.

Grantor reserves the right to maintain any existing boundary and traverse monuments and silt range stations upon the 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 shall be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession:

- (a) Use of the Property shall be limited to industrial purposes only.
- (b) 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.
- (c) 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

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on water quality and related aquatic interests in order to meet the requirements of Section 208 of the Clean Water Act and implementing regulations.

- (d) Grantee shall not construct improvements or place fill within the 100-year floodplain on the Property without the prior written approval of TVA. Grantee shall comply with all applicable federal, state, and local requirements that protect floodplains.
- (e) Grantee shall not construct any future facilities or equipment subject to flood damage unless located above or floodproofed to the elevation of 817.6 feet mean sea level.
- (f) Grantee will not construct any structure, facility, or building for which approval is required under Section 26a of the Tennessee Valley Authority Act of 1933, as amended, until plans for such structure, facility, or building have been submitted to TVA and have been approved in accordance with established procedures. Nothing in this instrument shall be construed as constituting or evidencing such approval by TVA.
- (g) Any other terms, conditions, and or requirements TVA finds necessary to protect its statutory obligations, program requirements, and other interests.

Grantee hereby agrees that such covenants shall be inserted verbatim in any deed or other legal instrument by which it conveys any right, title, or interest in the Property or any part thereof.