

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

TVA TRACT NO. XON-1

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 \$37,250.00.

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 sign an agreement of purchase and sale and to pay the balance of the purchase price within 24 hours of the close of the auction. Certified cashier's checks or electronic wire transfer funds are accepted. Within five (5) days of receipt of full payment of the purchase price, TVA will deliver to Purchaser a special warranty deed conveying the Property.

In the event the high bidder is unable to make the payment required hereunder, the second highest bidder's bid shall constitute a binding offer, which TVA may accept for up to 48 hours after the close of the auction or the Property may be re-auctioned, at TVA's sole option.

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.

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 except for any covenants required under applicable law. The Property is sold "AS IS, WHERE IS" with no representations or warranties of any kind except as required by applicable law.

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 except for any covenants provided by TVA under applicable law.

The Property was acquired by the United States of America by virtue of the Deed from Tennessee Utilities Corporation dated August 15, 1939, recorded in Deed Book 86, page 3, in the office of the Register of Rutherford County, Tennessee (TVA Tract No. ON-367).

The Property will also 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

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would be revealed by an examination of the public records of Rutherford County, Tennessee; and 5) any known or unknown encroachments located on the Property.

Grantor will reserve for itself, and its licensee, Middle Tennessee Electric Membership Corporation, or successors, a permanent easement and right-of-way all over, upon, across, and under the Property for the following purposes: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, including guy wires, in, on, over, and across said right-of-way, together with the perpetual right to clear said right-of-way and keep the same clear of structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards), trees, brush, stored personal property, and fire hazards; to destroy or otherwise dispose of such trees and brush; and to prevent the drilling or sinking of wells within the right-of-way. Prior to conducting any grading or construction activity on the Property, Grantee shall submit plans for such activity to TVA for prior review through TVA's current process for right of way review requests. Such requests can be made currently at <https://www.tva.com/energy/transmission/right-of-way-maintenance/transmission-system-right-of-way-easements>. Activities which may require grading include but are not limited to: roads, driveways, parking lots, ponds, underground utility lines or facilities, drainages, etc. Minimal grading may be permitted 25-75 feet from a transmission structure (tower, pole, guy, or guy anchor); however, topography, structure type, structure configuration, other obstacles, etc. will determine TVA's needs for access and maintenance of assets. No grading or excavation is permitted within 25 feet of any transmission structure. Grading plans should be submitted as requested by TVA, which are currently in both .pdf and .dxf formats.

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 reportable quantity of hazardous substances have been released or disposed of or stored for one year or more on 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) 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) To the extent of Grantee's ownership interest in the land immediately adjacent to the Property, Grantee will not maintain or permit to be maintained any trees on said land immediately adjacent to the Property which in falling could come within five (5) feet of any transmission line structure, conductor, or guy wire.

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- (d) 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 or before 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
 - (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.
- (e) Access. Grantor reserves a right of access to all portions of the Property in any case in which remedial action or corrective action is found by an authority having jurisdiction to be necessary 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

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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 the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

- (f) Any other terms, conditions, and or requirements TVA finds necessary to protect its statutory obligations, program requirements, and other interests.

No other warranties either express or implied are given with regard to the condition of the Property including whether the Property is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after its tender.