



U.S. GENERAL SERVICES ADMINISTRATION SELLING ON BEHALF OF THE TENNESSEE VALLEY AUTHORITY



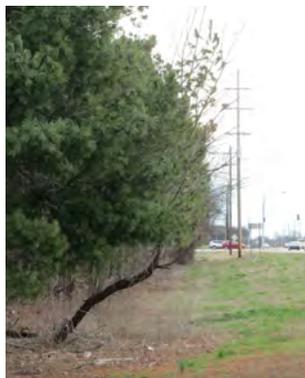
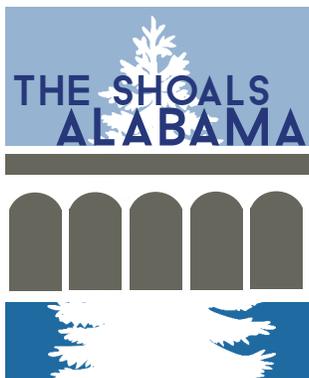
INVITATION TO BID SHEFFIELD, ALABAMA

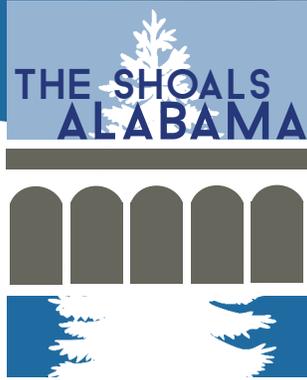
U.S. General Services Administration Announces the Sale of
4.1 Acres in Sheffield, Alabama (Colbert County)

- Land zoned General Business (B-2)
- Historic Shoals Area
- High visibility and location exposure along two major thoroughfares
- TVA Tract No X2NPT-16

Online Auction Begins July 20, 2015

WWW.REALESTATESALES.GOV





TENNESSEE VALLEY AUTHORITY 4.1 ACRE VACANT LAND COLBERT COUNTY, AL

North West corner of Woodward Avenue and Second Street
in City of Sheffield, AL

The U.S. General Services Administration (GSA) is pleased to announce the sale of the Tennessee Valley Authority (TVA) 4.1 Acre Vacant Land within Colbert County, AL. Located at the North West corner of Woodward Avenue and Second Street in City of Sheffield (Latitude 34.760 and Longitude -87.669), the property is situated within the “Center of the Shoals” of Northwest Alabama, and is approximately three and a half miles from the Northwest Alabama Regional Airport.

Being located at the intersection of Woodward Avenue and Second Street provides a substantial traffic count (per 2013 Alabama Department of Transportation data); Woodward Avenue possesses an approximate traffic count of 23,730 Annual Average Daily Traffic (AADT), while Second Street provides an approximate traffic count of 17,040 AADT. The property has a General Business (B-2) zoning designation, and comprises approximately 730 lineal feet of frontage. Surrounded by retail, hospitality, and public attractions, the property and surrounding area holds the possibility of great redevelopment opportunities.

Adjacent to the Muscle Shoals Reservation Redevelopment area, this property has vast potential for increasing value and exposure. TVA proposes to dispose of approximately 1,000 acres of the Muscle Shoals Reservation (MSR) to allow redevelopment of the property. The MSR is slated for a smart and balanced mixed-use development, involving a mixture of retail, commercial, woodland preserve, campus/venue, and industrial uses.

The Shoals has a rich musical history. Florence was the birthplace of W.C. Handy, the 'father of the blues.' Sam Phillips, also born in Florence, recorded an 18-year-old Elvis Presley singing the blues song “That's Alright Mama” – effectively inventing rock'n'roll. Just down the street (Woodward Avenue) from the subject property is the famous Fame Recording Studios, where such musicians as Aretha Franklin, Mick Jagger, Keith Richards, and Alicia Keys recorded their world renowned hits.

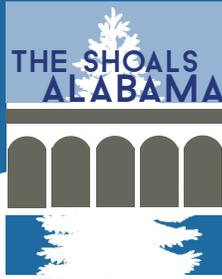
A number of incentive-based strategies exist to contribute to the economic success of the area. Such incentives include an Income Tax Capital Credit, TVA's Economic Development Loan Fund, TVA Valley Investment Initiative (VII), and the Shoals Employment Growth Program. Buyers are encouraged to contact the Shoals Economic Development Authority and the Alabama Department of Revenue, as well as explore other available State and Federal tax credit programs, for applicable concessions.



The 4.1 acre site will be offered for sale by GSA through a competitive online public auction as detailed in the Invitation for Bids (IFB). We welcome your participation in this unique opportunity to contribute to the community's rich history and its economic success.

“THE SHOALS” REGIONAL MAP





ECONOMIC INCENTIVES

The State of Alabama and the Shoals Economic Development Authority (SEDA) aggressively recruit new business and industry and works closely with existing companies on expanding their operations. Numerous incentives have been designed to assist local business and industry.

INCOME TAX CAPITAL CREDIT

New investment in projects at a new site in Alabama may qualify. The capital credit is a credit of up to five percent (5%) of the capital costs of a qualifying project, to be applied to the Alabama income tax liability or financial institution excise tax generated by the project income, each year for 20 years. For statutory requirements and more, please visit:

<http://revenue.alabama.gov/taxincentives/capcrsummary.cfm>

TAX ABATEMENTS

The Tax Incentive Reform Act of 1992 gives local governing bodies the authority to abate non-educational-related sales and use taxes as well as non-educational-related real and personal property taxes for qualifying projects. For statutory requirements and more, please visit:

<http://www.seda-shoals.com/incentives#abatements>

INDUSTRIAL DEVELOPMENT GRANT

The State of Alabama has set funds aside to assist in the initial preparation of sites for manufacturing growth.

<http://www.seda-shoals.com/incentives#industrial-development-grant>

TVA'S ECONOMIC DEVELOPMENT LOAN FUND (EDLF)

TVA provides EDLF loans to established companies relocating or expanding their operations in the Tennessee Valley. Funds may be used for building expansions, equipment purchase, and other purposes. Loan amounts, terms and interest rates are dependent upon criteria such as number of jobs created, total capital investment, security provided, and impact on the community.

<http://www.tvaed.com/pdf/edlf09.pdf>

TVA VALLEY INVESTMENT INITIATIVE (VII)

Valley Investment Initiative is an economic development incentive program conducted jointly by TVA and distributors of TVA power. VII offers competitive incentives to eligible customers who make multi-year commitments to invest in the Tennessee Valley.

<http://www.seda-shoals.com/incentives#tva-valley-investment-initiative-vii>

SHOALS EMPLOYMENT GROWTH PROGRAM

Funds are available to reimburse eligible companies \$2,500 for each new employment position, up to five new full-time positions. That is, an eligible company could be reimbursed up to \$12,500 in one year. This program stemmed from SEDA's desire to offer a "job creation" incentive, particularly for smaller-sized companies.

<http://www.seda-shoals.com/incentives#shoals-employment-growth-program>

AUCTION SUMMARY



U.S. General Services Administration Invitation for Bids SALE OF GOVERNMENT REAL PROPERTY

4.1 ACRE VACANT LAND

Sale/Lot Number: 4-Y-AL-0814AA
IFB Number: PEACH415021001
Issued on 06/15/2015

This Property is located at the Northwest corner of Woodward Avenue and Second Street, within Sheffield, Alabama 35660, Latitude 34.760 and Longitude -87.669. The Property contains approximately 4.1 acres and has no improvements onsite.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

AUCTION SUMMARY

Sale Type: Online Auction
Start Date: July 20, 2015
End Date: October 19, 2015
Starting Bid: \$385,000
Registration Deposit: \$25,000
Bid Increment: \$10,000

SALES INFORMATION

Perry J. Gibbs
(404) 562-0747
perry.gibbs@gsa.gov

ONLINE AUCTION

Direct Link: Go.USA.Gov/35nCQ
Register and submit your bid
RealEstateSales.gov

ONLINE AUCTION ASSISTANCE

Perry J. Gibbs
(404) 562-0747
perry.gibbs@gsa.gov

SEND BID FORM & REGISTRATION DEPOSIT:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, Suite 130
Atlanta, GA 30303
Attn: Perry J. Gibbs
Fax: (404) 331-2727
Email: perry.gibbs@gsa.gov

PROPERTY DISPOSAL WEB PAGE

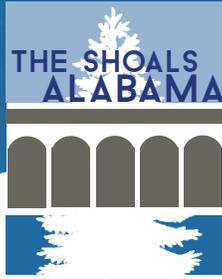
<https://propertydisposal.gsa.gov>

INSPECTION OPPORTUNITIES

The Property has open access for inspection, and is available for inspection at any time.

TABLE OF CONTENTS

Property Description	2-3
General Terms of Sale	4-7
Instructions to Bidders.....	8-13
Notices and Covenants.....	14-15
Sample Deed.....	16-21
Plat Map	21
Bidder Registration Form	22
Certificate of Bidder	23



PROPERTY DESCRIPTION

This Property is located at the Northwest corner of Woodward Avenue and Second Street, within Sheffield, Alabama 35660, Latitude 34.760 and Longitude -87.669. The Property contains approximately 4.1 acres and has no improvements onsite.

1. LOCATION AND SETTING

This 4.1 acre tract is part of the Shoals area of Northwest Alabama, made up of Lauderdale and Colbert Counties. "The Shoals" is approximately two and a half hours drive from Birmingham, Alabama; Memphis and Nashville, Tennessee; and approximately one and a half hours drive west from Huntsville, Alabama.

2. SALE PARCEL DESCRIPTION

The subject property, also known as TVA Tract No. X2NPT-16, is a vacant 4.10± acre commercial lot located at the northwest corner of the Woodward Avenue and Second Street intersection, in the city of Sheffield, Alabama - Latitude 34.760 and Longitude -87.669. The site has 220 +/- feet of frontage along the west side of Woodward Avenue, and 510 +/- front feet along the north side of Second Street. The site contains a flair connecting Woodward Avenue and Second Street that contains 70 +/- linear feet. The property has very high visibility, and location exposure, as a result of its corner location along two major thoroughfares.

The property site currently has General Business (B-2) zoning designation, which allows for most types of commercial development - the surrounding commercial properties are also zoned B-2. Due to the legally permissible uses for this site, it would be considered a large commercial site in comparison to most other improved commercial uses in the neighborhood. There are no improvements located on this site.

3. DRIVING DIRECTIONS

From the Center of Muscle Shoals, Alabama, go North on Lee Highway for approximately 1 mile. Then turn left on to Second Street (AL-184 W), property will be on the right in approximately 0.1 mile.

From Northwest Alabama Regional Airport, go North on Webster Street for approximately 0.8 mile. Then turn left on to Second Street (AL-184 W), property will be on the right in approximately 2.8 miles.

4. LEGAL DESCRIPTION

A parcel of land lying in the SW 1/4 of Section 26, Township 3 South, Range 11 West, and also lying in the northwest corner of the intersection of Second Street and US Highway 43, in the City of Sheffield, Colbert County, State of Alabama, being on the US-TVA Muscle Shoals Reservation opposite Tennessee River Mile 256L, as shown on US-TVA Drawing No. 29 MS 422 B 503 (D) R.2 and being more particularly described as follows:

Commencing at a point in the US-TVA Muscle Shoals Reservation Boundary line, being corner No. 36A (Coordinates: N. 1,731,458.8, E. 448,840.8); thence leaving the said reservation boundary line N87°14'08"E, 730.88 feet to a Alabama Department of Transportation, right-of-way concrete monument (found), hereinafter referred to as (ADOT) right-of-way concrete monument, in the southern line of the herein described parcel and the northern line of Second Street, being N83°26'36"E, 734.33 feet from the southwest corner of Section 26, also being corner No. 16CDE-1 and the Point Of Beginning:

Thence leaving the point of beginning and with the southern line of the herein described parcel and the northern line of Second Street N89°01'33"W, 270.00 feet to an (ADOT) right-of-way concrete monument (found), being corner No. 16CDE-10; thence continuing with the said southern line and the northern line of Second Street S87°02'33"W, 215.52 feet to an (ADOT) right-of-way concrete monument (found), being corner No. 16CDE-9; thence continuing with the said southern line and the northern line of Second Street S01°18'10"W, 13.63 feet to a point, being corner No. 16CDE-8; thence continuing with the said southern line and the northern line of Second Street N88°59'27"W, 21.49 feet to a cotton picker spindle (set), being corner No. 16CDE-7; thence leaving the said southern line and the northern line of Second Street and with the western line of the herein described parcel N00°59'30"E, 403.45 feet to an angle iron (set), being corner No. 16CDE-4; thence leaving the said western line and with the northern line of the herein described parcel S77°29'00"E, 575.05 feet to an angle iron (set) west of US Highway 43, being corner No. 16CDE-3; thence leaving the said northern line and with the eastern line of the herein described parcel S03°07'46"W, 213.96 feet to an angle iron (set), being corner No. 16CDE-2; thence continuing with the eastern line of the herein described parcel S47°37'15"W, 67.27 feet to the point of beginning and containing 4.104 acres, more or less.

Positions of corners and directions of lines are referred to the Alabama (West) State Coordinate System, and NAD 27 Horizontal Datum.

Located on VTM Quad FLORENCE, AL. 44-SW.

This description was prepared from Wilson Reservation Map 1 MS 421 K 514-C-2, R.1, Land Sale Map 1 MS 421 B 521-2, R.1, and a survey dated 9-18-2001.



5. ASSESSOR'S PARCEL NO.

APN: 0707263001012006
Sheffield, Colbert County, Alabama

6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The property will be subject to: a) a permanent easement for highway purposes granted to the State of Alabama dated March 19, 1982 (Tract No. XT2NPT-12H), a copy of which may be found in the land records of TVA; b) such rights as may be vested in the state, county, or adjoining owners in any public road running through the Land; c) such rights as may be vested in third parties to rights-of-way for electric power transmission and distribution lines, telephone lines, and other utilities including, but not limited to, the Muscle Shoals Electric Board (MSEB). Prior to closing on the sale of this property, TVA will grant and place on record a Permanent Easement to MSEB for the aforementioned utility line infrastructure; d) such rights of

third parties as would be revealed by a physical inspection or survey of the premises; e) such rights of third parties as would be revealed by an examination of the public records of Colbert County, Alabama; and f) any known or unknown encroachments located on the Land.

7. UTILITIES & SERVICE PROVIDERS

All typical public utilities are available to the property, including water, sewer, electrical, and gas. Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers below for information on the availability of utilities.

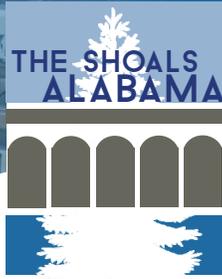
Gas and Electric

City of Sheffield, (256) 389-2000

Water, Sewer and Storm Drain

City of Sheffield, (256) 389-2000





GENERAL TERMS OF SALE

1. DEFINITIONS

a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the Tennessee Valley Authority (TVA), a corporate agency and instrumentality of the United States. TVA has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

e. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

f. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

g. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

h. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

i. AUTOMATIC BID

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

j. HIGH BIDDER

The term "High Bidder" refers to the bidder whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

k. BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

l. EARNEST MONEY

The term "Earnest Money" refers to the Bidder's deposit of money demonstrating the Purchaser's good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government's acceptance of the Bidder's offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.



m. WEBSITE

The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov. Additional information can also be found at propertydisposal.gsa.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (4PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

The Property has open access for inspection, and is available for inspection at any time.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale (“Agreement”) between the high bidder (“Purchaser”) and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale “AS IS” AND “WHERE IS” without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An “As Is, Where Is” provision is provided in the Notices section.

6. ZONING

According to the property's appraisal, the Property is zoned B-2 General Business. The Property is subject to the jurisdiction of the City of Sheffield's Planning Commission, the Board of Zoning Adjustments and Appeals, and the City Council. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information, please contact the following:

Planning Commission

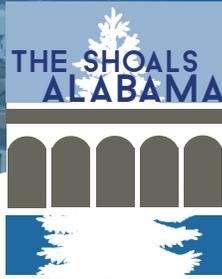
Meets at 5:30 PM on the 2nd Tuesday of each month: 600 N Montgomery Avenue, Sheffield, Alabama

Board of Zoning Adjustments and Appeals

Meets at 6:00 PM on the 3rd Thursday of each month: 600 N Montgomery Avenue, Sheffield, Alabama

7. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to any improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.



8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of

action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies



maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for ninety (90) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the ninety (90) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

17. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to

pay either: (i) a liquidated damages assessment of \$100.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

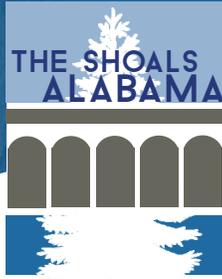
All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser shall record the quitclaim deed in the official records of the county. The Purchaser shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street SW
Suite 130
Atlanta, GA 30303
Attn: Perry J. Gibbs
Or email: perry.gibbs@gsa.gov

19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA and TVA employees are prohibited from bidding on the Property offered in the IFB.



INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Monday, July 20, 2015, at 12:00 p.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

(1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff can not assist in retrieving a lost or forgotten Username or Password.

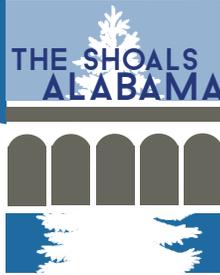
You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to:
<https://gsaauctions.gov/html/help/index.html>.

(2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.



Additional bid forms are available upon request or you may photocopy the form in this IFB.

(3) Provide Registration Deposit: A deposit in the amount of \$25,000 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (4PZ)
77 Forsyth Street SW
Suite 130
Atlanta, GA 30303
Attn: Perry J. Gibbs
Or email: perry.gibbs@gsa.gov

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (404) 331-2727.

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- a. Registered bidders may place an initial bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and Password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

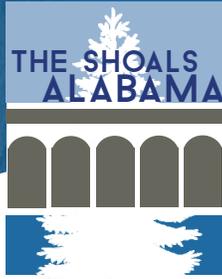
GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSAAuctions.com, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions.com Terms and Conditions.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (404) 562-0747. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.



8. ONLINE BIDDING

RealEstateSales.gov allows you to place either a flat or automatic (“proxy”) bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price, if set. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may increase or decrease your automatic bid amount but it must be greater than the current bid amount plus the bid increment. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated bid increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is

closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you can not enter a bid at RealEstateSales.gov then you should call GSA at (404) 562-0747 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA Auctions® to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the



aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

10. AUCTION CLOSE

The Government will announce a date and time for the close time on RealEstateSales.gov. The Government will also set a bid interval or "challenge" period for bids. The time remaining countdown clock announces the time left to bid. The high bid must survive the bid interval without challenge, usually within 24 hours of the auction close time, to win. If the high bid on the announced date and time survives the full bid interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the high bidder.

If an increased bid is received within the time remaining and the bid interval is 24 hours, then bidding will be held over for an additional bid interval (including weekends and Federal holidays) beginning at the time the increased bid is placed. This process will continue until the high bid survives the full bid interval period unchallenged. Bid intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For bid intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the bid interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

12. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/ Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the

corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

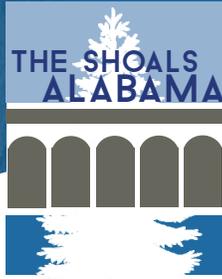
If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/ Organization Bidder form may be used for this purpose.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and registration deposits will be returned to bidders without interest or further obligation by the Government.



15. ACKNOWLEDGMENT AND ACCEPTANCE OF DEED TERMS

- a. Upon bid acceptance, an unexecuted deed will be delivered to Purchaser. Within ten (10) business days of acceptance of a bid by Government, the Purchaser must sign the Grantee acceptance line of the deed and return it to GSA by mail with the earnest money deposit described in Paragraph 16, Increase of Earnest Money and Transaction Closing, to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
77 Forsyth Street SW
Suite 130
Atlanta, GA 30303
Attn: Perry J. Gibbs
Or email: perry.gibbs@gsa.gov

- b. Failure to provide acknowledgment and acceptance of the deed terms will result in a default and forfeiture of the Registration Deposit.
- c. A sample deed can be found on pages 16-21 of this IFB.

16. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit Earnest Money in the form of a bank certified or cashier's check or wired funds transfer, equal to at least ten percent (10%) of the total bid in addition to any prior credit card deposits. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit. Upon receipt of the Earnest Money deposit, applicable credit card registration deposits may be refunded.

Upon acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

17. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by

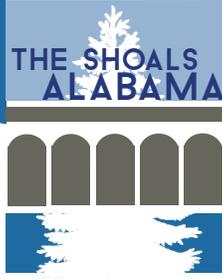
U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Upon receipt of the Earnest Money described in Paragraph 16, credit card deposits may be refunded.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Backup Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the Bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

18. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.



The Registration Deposit of the Backup Bidder will be returned as described in Page 12, Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the High Bidder or Backup Bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

19. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or RealEstateSales.gov.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.



NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Special Warranty Deed.

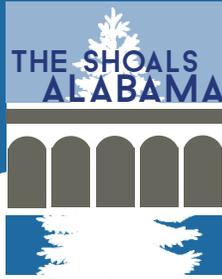
HAZARDOUS SUBSTANCE NOTIFICATION

- a. 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 gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.
- b. 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 successor(s) or assign(s), 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 successor(s) or assign(s), 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.
 - (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 successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), 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 successor(s) or assign(s), 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 successor(s) or assign(s), 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 successor(s) or assign(s), or any party in possession.
- c. 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.

AS-IS, WHERE-IS PROVISION

- a. Grantee agrees and acknowledges that Grantor is selling the property strictly on an "as is, where is", with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee's representatives. Grantee has inspected, or will have inspected



prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same “as is” in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property's conditions. except as set forth in the contract, Grantee is relying solely and wholly on Grantee's own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section c., below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the property.

- b. No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.

- c. Nothing in this “as is, where is” provision will be construed to modify or negate the Grantor's obligation under the CERCLA covenant or any other statutory obligations.

ENDANGERED SPECIES

The parcel/area north of Parcel X2NPT-16 was surveyed in December, 2013, by TVA staff biologists to assess presence of habitat suitable for summer use by federally endangered Indiana bats. Indiana bats have been documented to typically use dead or partially dead trees that are greater than 5 inches in diameter and that have exfoliating bark, cracks, or crevices. Live trees with suitable characteristics also may be used to a lesser degree. Dead trees within a particular range of decay have been found to be most likely to be used.

At the time of the survey conducted on this parcel, twelve trees exhibited at least one habitat characteristic considered suitable for use as a summer roost tree by Indiana bats - all twelve trees were dead or partially dead. Suitable roost trees that are dead or partially dead are ephemeral in nature and thus the degree to which a tree is suitable changes over time. There is one (historic, extirpated) documented occurrence of an Indiana bat in the adjacent county (Lauderdale County, AL). Given the fragmented nature of the wooded parcel, the surrounding land use practices and associated high level of human presence, disturbance and noise, the likelihood of summer use by the Indiana bat is low. Nevertheless, since the Indiana bat has been determined by the U.S. Fish and Wildlife Service (USFWS) to have potential to occur in Lauderdale County, AL, it is recommended that the prospective buyer coordinate with the USFWS and the Alabama Department of Conservation and Natural Resources prior to any tree removal on the Property.

SAMPLE DEED

DRAFT - subject to further editing and any additional terms, conditions, and/or requirements TVA finds necessary to protect its statutory obligations, program requirements, and other interests.

Prepared by:

Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
Telephone: (888) 817-5201

TVA Tract No. X2NPT-16

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into by and between the UNITED STATES OF AMERICA (hereinafter sometimes referred to as "GRANTOR"), acting herein by and through its legal agent, the TENNESSEE VALLEY AUTHORITY (hereinafter sometimes referred to as "TVA"), a corporation created and existing under an Act of Congress known as the Tennessee Valley Authority Act of 1933, as amended, and _____, (hereinafter sometimes referred to as "GRANTEE");

WITNESSETH

WHEREAS Section 31 of the above-mentioned Act of Congress authorizes and directs TVA, as agent of the UNITED STATES OF AMERICA, to sell at public auction after due advertisement to the highest bidder any land purchased by TVA in the name of the UNITED STATES OF AMERICA not necessary to carry out plans and projects actually decided upon; and

WHEREAS no permanent dam, hydroelectric power plant, fertilizer plant, or munitions plant is located on the land hereinafter described and designated in the TVA land records as Tract No. X2NPT-16 (sometimes hereinafter referred to as the "Land"), and the TVA Board of Directors has determined that the Land is not necessary to carry out any of its plans and projects actually decided upon; and

WHEREAS TVA pursuant to and in accordance with the provisions of said Act of Congress advertised the Land for sale at public auction; and

WHEREAS pursuant to said advertisement, the Land was offered for sale at public auction on _____, 2015, on the United States General Services Administration's website with an address of <http://disposal.gsa.gov>, and the terms of said public auction having been published for a reasonable time, the Land was finally sold to the GRANTEE for the sum of _____ DOLLARS (\$ _____), that being the highest and best bid made at said public auction.

NOW, THEREFORE, in consideration of the premises and the full payment of the aforesaid bid, receipt whereof is hereby acknowledged, TVA, as legal agent for the UNITED STATES OF AMERICA, does hereby bargain, sell, transfer, and convey "as-is, where-is," with all faults and all latent and patent defects, and without warranty, express or implied, except as expressly set forth herein, unto the GRANTEE the Land, more particularly described in Exhibit A and shown on Exhibit B, which are hereby attached and made a part of this instrument, for commercial development purposes only.

please continue on next page

SAMPLE DEED

GRANTEE, by acceptance of this Special Warranty Deed, covenants and agrees on behalf of itself, its successors, and assigns that the following shall constitute real covenants which shall attach to and run with the Land hereby conveyed 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 Land, 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 Land 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) (1) Said Land shall be used for no purpose whatever other than for commercial development purposes.
 - (2) Use of said Land for any purpose other than that specified in (1) above would cause immediate, actual, and irreparable injury to GRANTOR's program for the transfer of lands adjoining its reservation and to its rights under this instrument;
 - (3) Such rights are substantial and are private and personal to GRANTOR; and
 - (4) Injury to or violation of such rights could not be adequately compensated in damages or effectively protected by any other remedy at law.

It is further agreed that this instrument may be filed as a stipulation to the facts agreed upon in (2), (3), and (4) above in any proceeding for an injunction brought by GRANTOR, its successors or assigns, and that if so filed it shall be treated as a part of the record in such proceeding.

- (d) 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 Land.
- (e) 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 Land 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 Land or part thereof is a Potentially Responsible Party (PRP) with respect to the Land 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 Land on the date of this conveyance; OR

please continue on next page

SAMPLE DEED

- (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.

- (f) Access. GRANTOR reserves a right of access to all portions of the Land 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 Land 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.

The Land is sold subject to: 1) a permanent easement for highway purposes granted to the State of Alabama dated March 19, 1982 (Tract No. XT2NPT-12H), a copy of which may be found in the land records of TVA; 2) such rights as may be vested in the state, county, or adjoining owners in any public road running through the Land; 3) such rights as may be vested in third parties to rights-of-way for electric power transmission and distribution lines, telephone lines, and other utilities including but not limited to the Muscle Shoals Electric Board; 4) such rights of third parties as would be revealed by a physical inspection or survey of the premises; 5) such rights of third parties as would be revealed by an examination of the public records of Colbert County, Alabama; and 6) any known or unknown encroachments located on the Land.

TO HAVE AND TO HOLD the Land unto GRANTEE, its successors and assigns, in fee simple together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

And TVA does hereby covenant that the UNITED STATES OF AMERICA is seized and possessed of the Land; that TVA, as legal agent of the UNITED STATES OF AMERICA, is duly authorized to convey the same; that the Land is free and clear of liens and encumbrances; and that, subject only to such exceptions, conditions, restrictions, and/or limitations as may be expressly mentioned above, it will warrant and defend the title thereto against the lawful demands of all persons claiming by, through, or under the UNITED STATES OF AMERICA, but not further or otherwise.

please continue on next page

SAMPLE DEED

Wherever in this instrument the words "GRANTOR" or "GRANTEE" are used, it is understood that their successors and assigns are included.

IN WITNESS WHEREOF, the TENNESSEE VALLEY AUTHORITY, acting herein as legal agent of the UNITED STATES OF AMERICA, and being duly authorized to do so, has caused this instrument to be executed, in the name of the UNITED STATES OF AMERICA, by its authorized officer, this _____ day of _____, 2015.

UNITED STATES OF AMERICA
By TENNESSEE VALLEY AUTHORITY,
its legal agent

By: _____
AARON B. NIX
Senior Manager
Realty and GIS Services

STATE OF TENNESSEE)
) SS
COUNTY OF HAMILTON)

I, _____, a Notary Public in and for said county in said state, hereby certify that AARON B. NIX, whose name as Senior Manager, Realty and GIS Services of the TENNESSEE VALLEY AUTHORITY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as legal agent for the UNITED STATES OF AMERICA.

Given under my hand this _____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires: _____

Address of GRANTOR:

United States of America
Tennessee Valley Authority
c/o Realty and GIS Services
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801

Address of GRANTEE:

please continue on next page

SAMPLE DEED

TVA Tract No. X2NPT-16

EXHIBIT A

LAND SALE

A parcel of land lying in the SW 1/4 of Section 26, Township 3 South, Range 11 West, and also lying in the northwest corner of the intersection of Second Street and US Highway 43, in the City of Sheffield, Colbert County, State of Alabama, being on the US-TVA Muscle Shoals Reservation opposite Tennessee River Mile 256L, as shown on US-TVA Drawing No. 29 MS 422 B 503 (D) R.2 and being more particularly described as follows:

Commencing at a point in the US-TVA Muscle Shoals Reservation Boundary line, being corner No. 36A (Coordinates: N. 1,731,458.8, E. 448,840.8); thence leaving the said reservation boundary line N87°14'08"E, 730.88 feet to a Alabama Department of Transportation, right-of-way concrete monument (found), hereinafter referred to as (ADOT) right-of-way concrete monument, in the southern line of the herein described parcel and the northern line of Second Street, being N83°26'36"E, 734.33 feet from the southwest corner of Section 26, also being corner No. 16CDE-1 and the Point Of Beginning:

Thence leaving the point of beginning and with the southern line of the herein described parcel and the northern line of Second Street N89°01'33"W, 270.00 feet to an (ADOT) right-of-way concrete monument (found), being corner No. 16CDE-10; thence continuing with the said southern line and the northern line of Second Street S87°02'33"W, 215.52 feet to an (ADOT) right-of-way concrete monument (found), being corner No. 16CDE-9; thence continuing with the said southern line and the northern line of Second Street S01°18'10"W, 13.63 feet to a point, being corner No. 16CDE-8; thence continuing with the said southern line and the northern line of Second Street N88°59'27"W, 21.49 feet to a cotton picker spindle (set), being corner No. 16CDE-7; thence leaving the said southern line and the northern line of Second Street and with the western line of the herein described parcel N00°59'30"E, 403.45 feet to an angle iron (set), being corner No. 16CDE-4; thence leaving the said western line and with the northern line of the herein described parcel S77°29'00"E, 575.05 feet to an angle iron (set) west of US Highway 43, being corner No. 16CDE-3; thence leaving the said northern line and with the eastern line of the herein described parcel S03°07'46"W, 213.96 feet to an angle iron (set), being corner No. 16CDE-2; thence continuing with the eastern line of the herein described parcel S47°37'15"W, 67.27 feet to the point of beginning and containing 4.104 acres, more or less.

Positions of corners and directions of lines are referred to the Alabama (West) State Coordinate System, and NAD 27 Horizontal Datum.

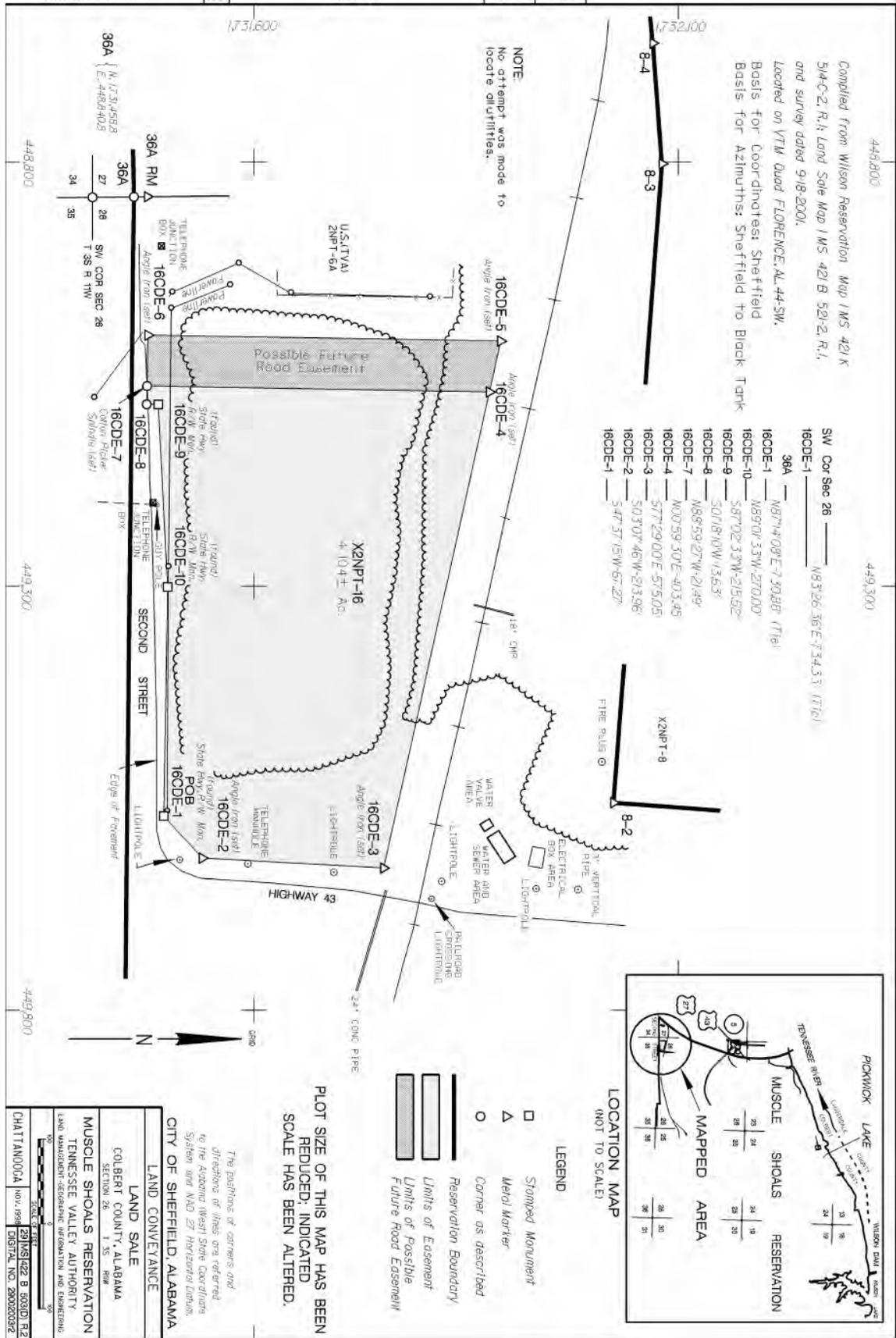
Located on VTM Quad FLORENCE, AL. 44-SW.

This description was prepared from Wilson Reservation Map 1 MS 421 K 514-C-2, R.1, Land Sale Map 1 MS 421 B 521-2, R.1, and a survey dated 9-18-2001.

EXHIBIT B

NO	REVISION	DATE	MADE
2	Added Possible Future Road Easement	10/09/01	LLM
1	Corrected woods line symbol	12/02/98	GNC

COMPILED, GNC DATE 11-23-1998
 CHECKED, HRW DATE 11-23-1998
 SURVEYED, DB613 DATE 9-18-2000



PLOT SIZE OF THIS MAP HAS BEEN REDUCED. INDICATED SCALE HAS BEEN ALTERED.

The positions of corners and directions of lines are referred to the Adams West Side Coordinate System and NAD 27 Horizontal Datum.

CITY OF SHEFFIELD, ALABAMA
 LAND CONVEYANCE
 LAND SALE
 COLBERT COUNTY, ALABAMA
 SECTION 26
 1 35
 MUSCLE SHOALS RESERVATION
 TENNESSEE VALLEY AUTHORITY
 LAND MANAGEMENT, PRODUCTION AND DEVELOPMENT
 SCALE: 25183422 B 030301 R2
 NOV. 1998
 DIGITAL NO. 280303092

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

4.1 Acre Vacant Land
Sheffield, AL 35660
SALE # AL-0814-AA
IFB Number: PEACH415021001
REGISTRATION DEPOSIT: \$25,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____ Fax: (____) _____
E-mail: _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- An individual _____
- A partnership consisting of _____
- A limited liability partnership consisting of _____
- A corporation, incorporated in the State of _____
- A limited liability company _____
- A trustee, acting for _____
- Other _____

Registration Deposit (check one):

- By certified or cashier's check made payable to the **U.S. General Services Administration**
TIN or SS# _____ (please provide to expedite refund)
- By Credit/Debit Card: _____ Exp: ____/____ CSC/CVC _____
 - Visa MasterCard Debit
 - Discover American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within ninety (90) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. PEACH415021001 including the Property Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

Signature: _____

Date: _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (4PZ)
77 Forsyth Street, Suite 130
Atlanta, GA 30303
Attn: Perry J. Gibbs

FAX: (404) 331-2727
Email: perry.gibbs@gsa.gov

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

4.1 Acre Vacant Land Sheffield, AL 35660

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE CORPORATION/ORGANIZATION).**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is
within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

U.S. General Services Administration, Real Property Utilization and Disposal, Atlanta, GA 30303



Online Auction Begins July 20, 2015
WWW.REALESTATESALES.GOV

