UPDATED as of 9/22/2020

TENNESSEE VALLEY AUTHORITY NOTICE OF PUBLIC AUCTION

KNOXVILLE, TENNESSEE TVA TRACT NO. XKSF-4

WHEREAS, in accordance with Section 31 of the Tennessee Valley Authority ("TVA") Act of 1933, as amended, the TVA Board of Directors through its designee the Chief Executive Officer ("CEO"), has approved the sale of a tract of land containing approximately 1.61 acres, located at 4124 Greenway Drive, in Knoxville, Knox County, Tennessee, specifically described in Exhibit B and shown on Exhibit C, both of which are attached hereto and made a part hereof, and identified in TVA land records as TVA Tract No. XKSF-4;

WHEREAS said land is improved with a warehouse building containing approximately 16,800 square feet of space (said land and improvements hereinafter collectively referred to as the "Property").

NOW, THEREFORE, notice is hereby given that TVA, as legal agent of the United States of America, will sell the Property via online public auction in accordance with the Terms of Public Auction contained in Exhibit A, which is attached hereto and made a part hereof.

The auction will be held online at www.targetauction.com from October 1, 2020 at 8:00 a.m. EDT to October 5, 2020, with bidding closing on Thursday, October 5, 2020, at 1:00 p.m. EDT.

The Property will be sold to the qualified bidder offering the highest bid in the form of certified cashier's check or wire transfer of immediately available funds.

In order to qualify to bid, TVA must receive from each prospective bidder no later than 11:59 p.m. EDT on September 28, 2020, (1) a \$112,000.00 earnest money deposit, and (2) a letter of intent to bid at the auction setting forth the bidder's legal entity name, address, phone number, and e-mail address. The letter of intent to bid must be sent by e-mail to <u>realtyservices@tva.gov</u> with a cc to gchadden@tva.gov. The deposit must be sent by wire transfer in accordance with the wiring instructions in Exhibit D which is attached hereto and made a part hereof. Prospective bidders who fail to qualify will be notified prior to the auction.

The Property will be conveyed by Special Warranty Deed subject to such terms and conditions, covenants, restrictions, reservations, exceptions, and/or limitations as are specifically set forth in said Exhibit A and as may be announced on the day of the auction.

Signed this <u>9th</u> day of September, 2020.

TENNESSEE VALLEY AUTHORITY, legal agent of the UNITED STATES OF AMERICA

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AARON B. NIX Senior Manager Realty Services

The Notice of Public Auction can be obtained from the TVA website at <u>www.tva.gov/surplus/realestate.htm</u>. For further information regarding the sale and bid requirements, to inspect the Property, or to submit bid qualifications, contact: Greg C. Hadden, CCIM, 1101 Market Street, BR 4B, Chattanooga, Tennessee 37402-2801, Telephone: 423-313-3559. E-mail: gchadden@tva.gov.

EXHIBIT A TO TENNESSEE VALLEY AUTHORITY NOTICE OF PUBLIC AUCTION

TVA TRACT NO. XKSF-4

REVISED SEPTEMBER 22, 2020

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 \$435,000.00.

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.

The deed will contain special warranties of title. Title to the Property was examined by TVA prior to purchase and is believed to be good, but no further warranties or insurance will be furnished by TVA 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 Warranty Deed from La-Lite Block Corporation dated January 25, 1957, recorded in Deed Book 1037, page 409, in the office of the Register of Knox County, Tennessee (TVA Tract No. KSF-1).

If requested by Purchaser, Grantor will provide electric service to the Property for up to 90 days after the date of the sale. Within 90 days from the close of the sale, Purchaser shall be responsible to

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EXHIBIT A TO TENNESSEE VALLEY AUTHORITY NOTICE OF PUBLIC AUCTION CONTINUED

TVA TRACT NO. XKSF-4

coordinate with TVA, including allowing TVA to access the Property as needed, to disconnect the Property from the existing electrical supply. Purchaser shall be solely responsible to obtain new electrical service to the Property from Knoxville Utilities Board through the existing service line along Greenway Drive. Purchaser shall be solely responsible for all costs associated with disconnecting the existing electrical supply and establishing the new electrical service.

The Property will be conveyed subject to: 1) a permanent easement for a sewer line granted to Knoxville Utilities Board dated April 3, 2013, recorded as Instrument Number 201304240069804 (TVA Tract No XTKSF-1S); 2) matters shown on plat recorded as Instrument Number 202002260056820; 3) such rights as may be vested in the state, county, or adjoining owners in any public road running through the Property; 4) such rights as may be vested in third parties to rights-of-way for telephone, electric, or other utilities; 5) such rights of third parties as would be revealed by a physical inspection or survey of the Property; 6) such rights of third parties as would be revealed by an examination of the public records of Knox County, Tennessee; and 7) any known or unknown encroachments located on the Property.

The area labeled "50' Ingress/Egress Easement" on Exhibit C is intended to be used to access the properties designated as Lot 1R and Lot 1R1 on said Exhibit C as well as lands owned by Grantor identified as Lot 2 and Lot 3 on the plat recorded as Instrument Number 201702130050027 in the office of the Register of Knox County, Tennessee. Accordingly, Grantor will reserve a permanent easement over the portion of the Property lying within the area shown as "50' Ingress/Egress Easement" on said Exhibit C (hereinafter referred to as the "Driveway Easement") for the use and maintenance of a driveway for purposes of ingress to and egress from Grantor's adjoining lands and easements, including the right to install and maintain a gate with locks and security equipment along the southern boundary, and utilities, which reserved easement may be partially assigned by Grantor, in Grantor's sole discretion, to a subsequent purchaser(s) of all or portions of Lot 1R, Lot 2, or Lot 3. Grantee shall be responsible for keeping the portion of the Property lying within the Driveway Easement clear from any vehicles, structures or other obstructions at all times, except as noted below. Should Grantor be unable to use the Driveway Easement due to an obstruction, Grantee upon notification from Grantor shall have the right to remove it at Grantee's expense.

For two years from the close of the sale to Grantee, Grantor desires to keep in place the existing security gate and fencing across and along the Driveway Easement. Until two years from the close of the sale to Grantee, Grantee will be restricted from any use of the Driveway Easement and Grantor may erect and maintain such fencing, gates, locks, and security equipment as Grantor may desire, in its sole discretion, over all of the Driveway Easement. During such two-year period, Grantor shall have a right to repair and maintain the Driveway Easement but shall have no obligation to do so.

Beginning two years from the close of the sale to Grantee, Grantee shall be solely responsible to professionally repair and maintain the driveway on the portion of the Driveway Easement on the Property in good operating condition comparable to then-existing condition of the driveway as of the date two years from the close of the sale. In the event Grantee fails to professionally repair and maintain the driveway on the portion of the Driveway Easement on the Property in good operating condition, Grantor may undertake such repair and maintenance at Grantee's expense.

Prior to a sale of Lot 1R by Grantor and upon completion of all necessary reviews and approvals by Grantor, Grantee shall have a right of first refusal to obtain a non-exclusive easement from Grantor for use of the portion of the Driveway Easement located on Lot 1R.

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EXHIBIT A TO TENNESSEE VALLEY AUTHORITY NOTICE OF PUBLIC AUCTION CONTINUED

TVA TRACT NO. XKSF-4

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) 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

PAGE 3 OF 4 OF EXHIBIT A TO NOTICE OF PUBLIC AUCTION

EXHIBIT A TO TENNESSEE VALLEY AUTHORITY NOTICE OF PUBLIC AUCTION CONTINUED

TVA TRACT NO. XKSF-4

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

A Mold Inspection Report prepared by Affinity Group is available to each prospective bidder upon request. Prospective bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its indoor air quality and/or any hazardous or environmental conditions relating to the Property. TVA will assist bidders in obtaining any authorization(s) that may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any indoor air quality hazards or concerns.

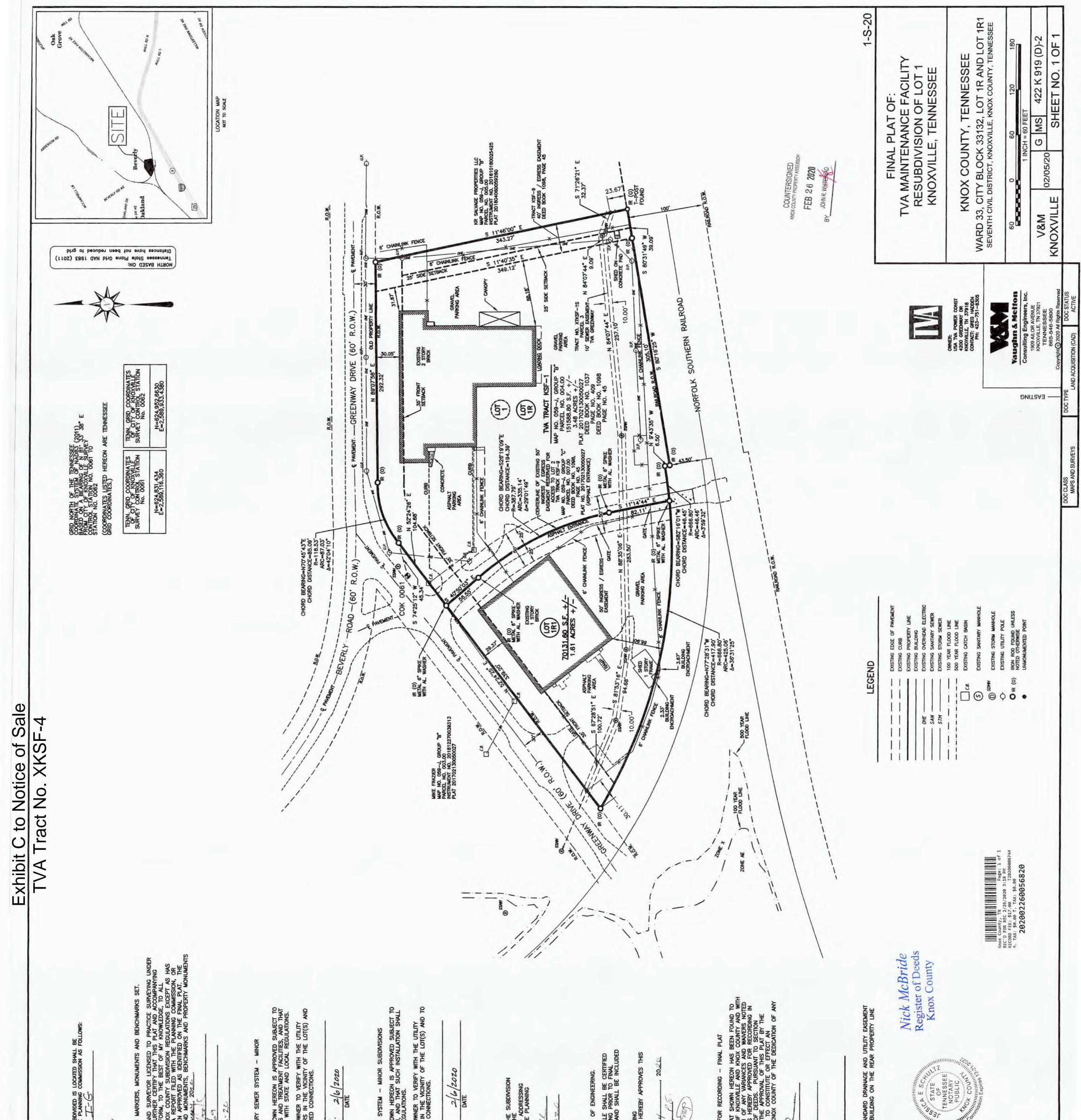
No warranties either express or implied are given with regard to the condition of the Property including, without limitation, the indoor air quality or whether the Property is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of 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.

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EXHIBIT B TO TENNESSEE VALLEY AUTHORITY NOTICE OF PUBLIC AUCTION

KNOXVILLE, TENNESSEE TVA TRACT NO. XKSF-4

Lot 1R1 as shown on plat recorded as Instrument Number 202002260056820, in the office of the Register of Knox County, Tennessee, together with such appurtenant right, title, and interest in that portion of Greenway Drive abutting the Property as may attach to the title thereof.



	ZONING
THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE LOT-1 AS SHOWN. THIS IS AN ABOVE GROUND SURVEY.	ZONING DISTRICT(S) IN WHICH THE LAND BEING SUBI INDICATED AS SHOWN ON THE ZONING MAP BY THE ZONING SHOWN ON OFFICIAL MAP
OR IMF	Therewym
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2007 AND MAP NUMBER 470930142F, DATED MAY 2, 2007. ZONING: I-G (GENERAL INDUSTRIAL DISTRICT) SETBACKS: DEP DEPITIOED ZONING	TENNESSEE LICENSE NO. 276
ARE APPROXIMATE AND ARE BASED ON FIELD LOCATION OF ALL UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON FIELD LOCATION OF VISIBLE STRUCTURES SUCH AS CATCH BASINS, MANHOLES, VALVES, ETC. AND COMPILING INFORMATION FROM UTILITY COMPANY PLANS. IN ACCORDANCE WITH THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, PRIOR TO ANY EXCAVATION WORK CALL TENNESSEE ONE CALL SYSTEM, INC.	CERTIFICATION OF APPROVAL OF PUBLIC SANITAR SUBDIVISIONS THIS IS TO CERTIFY THAT THE SUBDIVISION SHOT
AT 1-800-351-1111. IRON RODS WITH CAPS SET AT ALL CORNERS NOT RECOVERED, UNLESS OTHER MONUMENTATION IS NOTED ON THE DRAWING. TAX MAP 059J, GROUP B, PARCEL 004.00.	THE INSTALLATION OF PUBLIC SANITARY SEWERS SUCH INSTALLATION SHALL BE IN ACCORDANCE V IT IS THE RESPONSIBILITY OF THE PROPERTY OW PROVIDER THE AVAILABILITY OF SANITARY SEWERS TO PAY FOR THE INSTALLATION OF THE REQUIRE [(LUB)
FOR EASEMENT INFORMATION: SEE DEED BOOK NO. 1066, PAGE NO. 115; DEED BOOK NO. 1098, PAGE NO. 45; DEED BOOK NO. 1042, PAGE NO. 107; AND DEED BOOK NO. 1042, PAGE NO. 13 IN THE REGISTER'S OFFICE OF KNOX COUNTY, KNOXVILLE, TENNESSEE.	UTILITY PROVIDER SULLING THE SULLING
THE PARCEL DEPICTED BY THIS PLAT IS ALSO KNOWN AS TRACT KSF-1 DESCRIBED IN DEED BOOK NO. 1037, PAGE NO. 409 IN THE REGISTER'S OFFICE OF KNOX COUNTY, KNOXVILLE, TENNESSEE. 5' UTILITY AND DRAINAGE EASEMENT ALONG ALL INTERIOR LOT LINES. 10' UTILITY AND DRAINAGE EASEMENT ALONG	CERTIFICATION OF APPROVAL OF PUBLIC WATER THIS IS TO CERTIFY THAT THE SUBDIVISION SHOW THE INSTALLATION OF A PUBLIC WATER SYSTEM, BE IN ACCORDANCE WITH STATE AND LOCAL REG
BY THE SUBDMSION VARIANCE. THE APPROVAL OF THIS PLAT DOES NOT INCREASE ANY NON-CONFORMITIES FOR THE EXISTING STRUCTURES ON THE PROPERTY NOR DOES IT CHANGE THE NON-CONFORMING STATUS OF THE NON-CONFORMING STATUS OF THE STRUCTURES OR VARIANCES FROM THE BOARD OF ZONING STRUCTURES OR VARIANCES FROM THE BOARD OF ZONING APPEALS MAY BE REQUIRED AT SOME LATER DATE FOR	IT IS THE RESPONSIBILITY OF THE PROPERTY ON PROVIDER THE AVAILABILITY OF WATER SYSTEM IN PAY FOR THE INSTALLATION OF THE REQUIRED O NULL UTILITY PROVIDER
PERMIT APPLICATIONS OR OTHER DEVELOPMENT APPROVALS. THIS SURVEY INDICATES ONE OR MORE PROPERTY BOUNDARY ENCROACHMENTS. IT HAS NOT BEEN ADDRESSED BY PLAT REVIEWING AGENCIES. OWNERS ARE RESPONSIBLE FOR RESOLVING PROPERTY BOUNDARY CONFLICTS.	ADDRESSING DEPARTMENT CERTIFICATION
CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION (1,WE) THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREIN, HEREBY ADOPT THIS AS (MY,OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT (1 AM, WE ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNRESTRICTED RIGHT TO	I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE NAME AND ALL STREET NAMES CONFORM TO TH KNOXVILLE/KNOX COUNTY STREET NAMING AND ORDINANCE, THE ADMINISTRATIVE RULES OF THE ORDINANCE, THE ADMINISTRATIVE RULES OF THE COMMISSION, AND THESE REGULATIONS. SIGNED: CONVERTING AND CONTRACT AND COMMISSION, AND THESE REGULATIONS.
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STATE OF DAY OF COUNTY OF 2020 ON THIS DAY OF DAY OF COUNTY OF 2020 BEFORE ME PERSONALLY APPEARED [] ON OF A LOV OF CONTO TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT (HE, SHE, THEY) EXECUTED THE SAME AS (HIS, HER, THEIR) FREE ACT AND DEED.	CERTIFICATION BY THE PLANNING COMMISSION AN ON THE PLAT AS FOLLOWS: CITY OF KNOXVILLE DEPARTMENT OF ENGINEERING H PLAT ON THIS THE
12-21-	DIRECTOR
TAXES AND ASSESSMENTS THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAD. Cymmet Property DATE: 2/24/24/24/24	PLANNING STAFF CERTIFICATION OF APPROVAL FG THIS IS TO CERTIFY THAT THE SUBDMISION PLAT COMPLY WITH THE SUBDMISION REGULATIONS OF EXISTING OFFICIAL PLANS, WITH THE EXCEPTION ON THIS PLAT, AND THAT THE RECORD PLAT IS THE OFFICE OF THE KINOX COUNTY REGISTER OF 13-3-405 OF TENNESSEE CODE, ANNOTATED, T PLANNING COMMISSION SHALL NOT BE DEEMED ACCEPTANCE BY THE CITY OF KNOXVILLE OR KN STREET OR OTHER GROUMD UPON THE PLAT.
CERTIFICATION OF CATEGORY AND ACCURACY OF SURVEY I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000 AS SHOWN HEREON AND THAT SAUD SURVEY WAS PREPARED IN COMPLIANCE WITH THE CURRENT EDITION OF THE RULES OF TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS - STANDARDS OF PRACTICE.	SIGNED: CHANNE MARE SIGNED: CHANNE MARE SIGNED: CAMISSION METROPOLITAN PLANNING COMMISSION VARIANCE GRANTED JANUARY 12, 2017
OWNER CERTIFICATION FOR PUBLIC SEWER AND WATER SERVICE (1, WE) THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREIN UNDERSTAND THAT IT IS OUR RESPONSIBILITY TO VERIFY WITH THE UTILITY PROVIDER THE AVAILABILITY OF PUBLIC SEWER AND WATER SYSTEMS IN THE REQUIRED CONNECTIONS. OWNER(S) PRINTED NAME: OWNER(S) PRINTED NAME: SIGNATURE(S): SIGNATURE	

51910-54 FINAL PLAT 1

EXHIBIT D

Wire Instructions

This page is intentionally left blank. The wire instructions will be provided to the bidders.

> PAGE 1 OF 1 OF EXHIBIT D TO NOTICE OF PUBLIC AUCTION