



Department of Energy

Oak Ridge Office of Environmental Management
P.O. Box 2001
Oak Ridge, Tennessee 37831

September 25, 2017

Mr. Aaron B. Nix, Senior Manager
Realty and GIS Services
Tennessee Valley Authority
1101 Market Street
Chattanooga, Tennessee 37402

Dear Mr. Nix:

**MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. DEPARTMENT
OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL MANAGEMENT
AND TENNESSEE VALLEY AUTHORITY**

The purpose of the subject Memorandum of Understanding (MOU) is to establish a process for supplementing existing permits for Tennessee Valley Authority (TVA) electrical power transmission facilities, the modification of certain TVA flowage easement rights on the U.S. Department of Energy Oak Ridge Reservation, and the reservation of permanent easement rights for TVA's transmission lines and facilities when the U.S. Department of Energy transfers parcels within the Oak Ridge Office of Environmental Management's area of responsibility.

Enclosed for your signature are two originals of the MOU. Upon your signature, please return one copy to my office. Thank you and your staff, and specifically Anne Patrick and Mike Tindle, for TVA's partnership in preparing this MOU.

If you have any questions or if we can be of further assistance, please contact David Adler at (865) 576-4094 or me at (865) 576-0742.

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Mullis II".

John A. Mullis II
Acting Manager

Enclosures (2)

See Page 2 for cc list.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. DEPARTMENT
OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL MANAGEMENT
AND TENNESSEE VALLEY AUTHORITY**

cc w/enclosures:

Lawrence Young, CROET

Sherry Browder, UCOR, K-1007, MS-7169

ETTPDMC@ettp.doe.gov

Cindy Finn, AD-412, SC-OR

Kimberly Walling, CC-10, SC-OR

Dave Adler, EM-94

Wendy Cain, EM-92

Steve Cooke, EM-942

Mike Koentop, EM-90

Melyssa Noe, EM-942

Larry D. Perkins, EM-93

Karen Shears, EM-91

Laura Wilkerson, EM-90

**MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL
MANAGEMENT
AND
TENNESSEE VALLEY AUTHORITY**

This Memorandum of Understanding (MOU) is entered into between the United States Department of Energy (hereinafter "DOE") Oak Ridge Office of Environmental Management (hereinafter "OREM") and the Tennessee Valley Authority (hereinafter "TVA"), an executive branch corporate agency and instrumentality created by an act of Congress known as the Tennessee Valley Authority Act of 1933, as amended.

WHEREAS, TVA has numerous electric power transmission facilities located within DOE's Oak Ridge Reservation, as generally shown on the map attached as Exhibit A; and

WHEREAS, TVA has certain flowage easements located within OREM's area of responsibility on DOE's Oak Ridge Reservation, as generally shown on the map attached as Exhibit B (the Flowage Easements); and

WHEREAS, DOE has authority under 50 U.S.C. § 2811 to transfer real property at DOE defense nuclear facilities for the purpose of economic development; and

WHEREAS, certain parcels of the real property DOE proposes to transfer are located within its OREM area of responsibility on the DOE Oak Ridge Reservation across which TVA has electrical power transmission facilities and flowage easements; and

WHEREAS, DOE OREM and TVA desire to enter into this MOU to establish a process for supplementing existing permits for TVA's electrical power transmission facilities, the modification of certain TVA flowage easement rights within the OREM area of responsibility on the DOE Oak Ridge Reservation, and a process for the reservation of permanent easement rights for TVA's transmission lines and facilities when DOE transfers parcels within such area.

NOW, THEREFORE, TVA and DOE OREM agree as follows:

Article I - Commitments

1. DOE OREM and TVA will cooperate to supplement existing electric transmission line permits within the OREM area of responsibility on the DOE Oak Ridge Reservation, to include a defined width and the following rights:

the right to enter the said rights-of-way, to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, in, on, over, and across the rights-of-way, together with the right to clear said rights-of-way and keep the same clear of all trees, brush, buildings, signboards, billboards, stored personal property, and fire

hazards; and to remove any trees located beyond the limits of the rights-of-way which in falling could come within 10 feet of any transmission line structure or conductor; together with the rights of ingress and egress to said rights-of-way, at locations mutually agreed upon between Grantor (DOE) and Grantee (TVA), over the adjoining property. Provided, Grantee shall first notify Grantor's Authorized Representative of any buildings, signboards, billboards, stored personal property, or fire hazards encroaching upon the rights-of-way and allow Grantor a reasonable opportunity to remove said encroachments.

2. DOE OREM and TVA will cooperate to supplement existing electric transmission line permits within the OREM area of responsibility on the DOE Oak Ridge Reservation, to include the specifically defined access route or routes as generally shown on Exhibit C, attached hereto, provided DOE OREM may, from time to time, relocate such access route or routes by providing a comparable alternative means of access, with advance notice to and in coordination with TVA.
3. In consideration of the promises made hereunder of future actions by DOE OREM to help facilitate TVA's operation and maintenance of its transmission system on DOE OREM sites, TVA will execute and deliver to DOE OREM an instrument evidencing the modification of certain flowage easement rights located as shown on said Exhibit B to resolve existing encroachments and facilitate future development of the lands encumbered by the Flowage Easements. The instrument will be substantially in the form of Exhibit D, attached hereto.
4. DOE OREM will request persons or entities to which it transfers or conveys property to cooperate with TVA on the siting of future electrical transmission lines and facilities and access on such properties.
5. Prior to (or simultaneously with) the transfer or conveyance by DOE of the property or any portion thereof within the DOE OREM area of responsibility, affected by a TVA Permit, DOE will transfer (or cause to be transferred) to TVA the custody of such land rights as are necessary for TVA to operate and maintain its existing transmission facilities located within the lands to be transferred or conveyed by an instrument substantially in the form of Exhibit E, attached hereto, and include a reference to such instrument in DOE's deed substantially in the form of Exhibit F, attached hereto.
6. DOE OREM shall notify TVA as early as reasonably possible of its intention to pursue the transfer or conveyance of parcels within the OREM area of responsibility on the DOE Oak Ridge Reservation that are subject to TVA electric transmission line permits. DOE's Realty Officer shall coordinate its survey activities with TVA's survey personnel in order to identify the locations of any TVA transmission facilities within the property proposed to be transferred or conveyed. DOE's Realty Officer will produce a survey plat showing the final boundaries of the property to be transferred or conveyed together with the locations of the easement corridors to be transferred to TVA pursuant to Section 5 of this MOU. DOE does further agree to allow TVA an opportunity to review the survey plats prior to their finalization to ensure they conform with the terms of this MOU and adequately show the locations of the TVA easement corridors.

Article II – Effective Date, Termination and Modification

1. The effective date of this MOU shall be the date of its execution by the DOE OREM and TVA. Execution may be in counterparts with the effective date being the later of the date upon which DOE OREM or TVA executes the MOU.
2. This agreement or its termination shall not abridge or expand the rights of either DOE OREM or TVA, except as mentioned herein.
3. This MOU may be modified only by a written instrument executed by both parties.

Article III - Key Officials and Technical Representatives

A. Key Officials for DOE:

Cindy Finn, AD-412
Real Estate Contracting Officer
U.S. Department of Energy
Oak Ridge Office
200 Administration Road
Oak Ridge, Tennessee 37830
(865) 576-4431

John A. Mullis II, EM-90
Acting Manager, Oak Ridge Office of Environmental Management
U.S. Department of Energy
200 Administration Road
Oak Ridge, Tennessee 37830
(865) 576-0742

B. Key Officials for TVA:

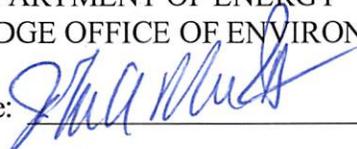
Jason Regg
Senior Manager, Transmission Right of Way
TVA
1101 Market Street, MR 5F-C
Chattanooga, Tennessee 37402
(423) 751-4081

Michael Nance
Manager, Transmission Right of Way, East Operations
TVA
1101 Market Street, MR 5F
Chattanooga, Tennessee 37402
(865) 673-2115; (423) 215-1004

Article IV - Signatures

IN WITNESS WHEREOF, the U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL MANAGEMENT has executed this MOU on the date set forth below:

U.S. DEPARTMENT OF ENERGY
OAK RIDGE OFFICE OF ENVIRONMENTAL MANAGEMENT

Signature: 

Name: J.A. MULLIS II

Title: Acting Manager, OREM

Date: 9/25/17

IN WITNESS WHEREOF, the TENNESSEE VALLEY AUTHORITY has executed this MOU on the date set forth below:

TENNESSEE VALLEY AUTHORITY

Signature: 

Name: Aaron B. Nix

Title: Senior Manager, Realty Services and GIS

Date: 9/28/17

Exhibit B

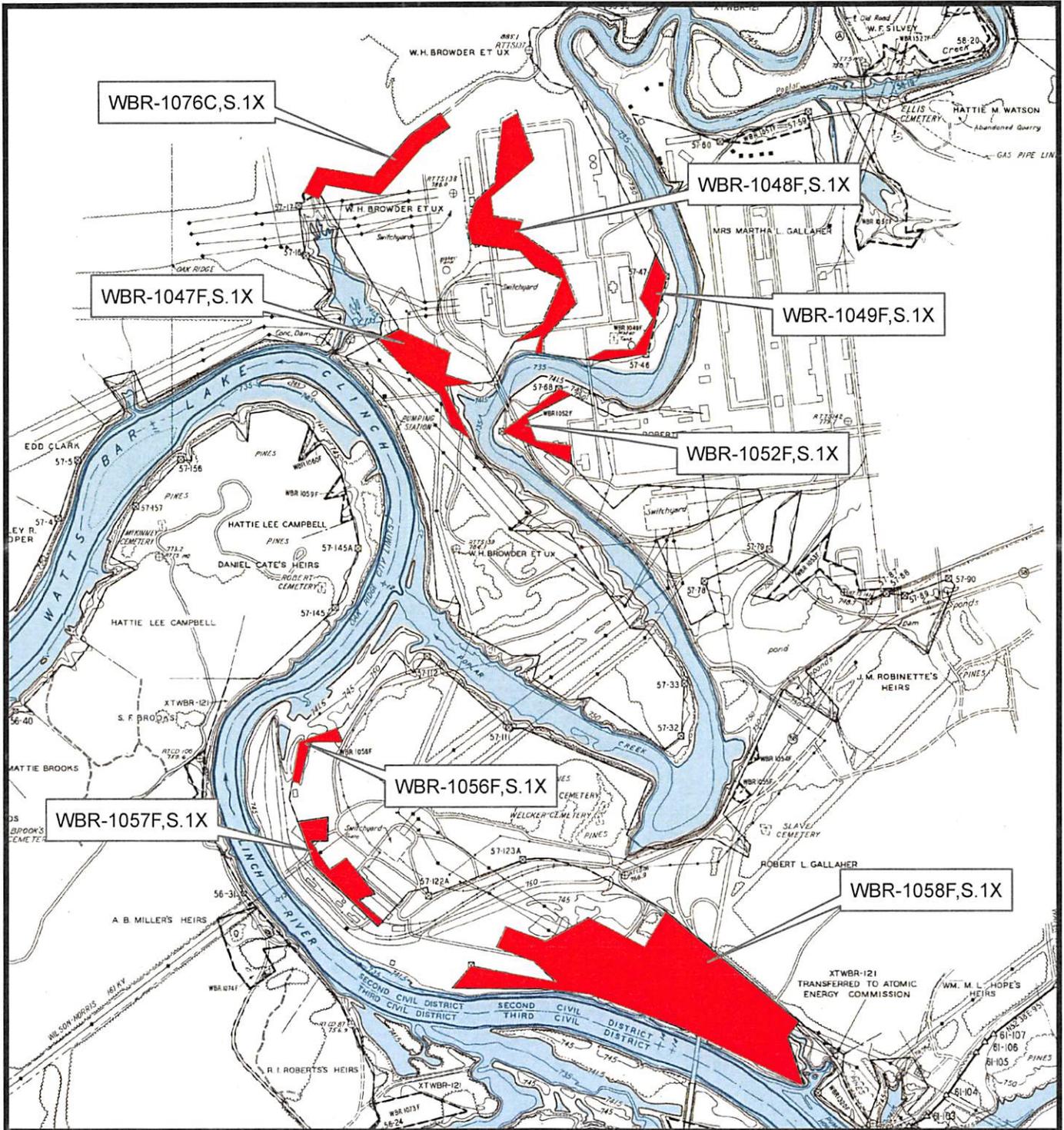


Exhibit Map

Department of Energy (275586)
 Deed Modification of Structural Profile
 Roane County, Tennessee
 Clinch River Mile 11.5B - 14.3B

Map Reference:
 C/D Stage: 57D
 Quad: 130NW

 Deed Modification Location
 (Approx. 131.7 acres)



Natural Resources

January 04, 2016

Watts Bar Reservoir



Prepared by:

Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
Telephone: 1-888-817-5201

TVA TRACT NOS. WBR-1047F, S.1X, WBR-1048F, S.1X,
WBR-1049F, S.1X, WBR-1052F, S.1X,

WBR-1056F, S.1X, WBR-1057F, S.1X
and WBR-1058F, S.1X

MODIFICATION
OF
ACQUIRED FLOWAGE EASEMENT RIGHTS

THIS INSTRUMENT, made and entered into as of the _____ day of _____, 2017, by and between the UNITED STATES OF AMERICA (sometimes hereinafter referred to as "USA"), acting by and through its authorized agent, the TENNESSEE VALLEY AUTHORITY (sometimes hereinafter referred to as "TVA"), an executive branch corporate agency and instrumentality of the United States of America created by the Tennessee Valley Authority Act of 1933, as amended, and the UNITED STATES OF AMERICA, acting by and through the Department of Energy (DOE) under and pursuant to the powers and authority contained in Section 161g of the Atomic Energy Act of 1954, as amended (42 U.S.C. Section 2011, et seq.) ("Landowner").

W I T N E S S E T H:

WHEREAS, USA acquired in the custody of TVA certain flowage easement rights to several tracts of land designated in the TVA land records as TVA Tract Nos. WBR-1047F, WBR-1048F, and WBR-1049F, by virtue of a Grant of Easements dated May 8, 1941, of record in Deed Book S-5, page 175, and TVA Tract Nos. WBR-1052F, WBR-1056F, WBR-1057F and WBR-1058F, by virtue of a Grant of Flowage Easement dated May 22, 1941, of record in Deed Book S-5, page 332; both in the office of the Register for Roane County, Tennessee; and

WHEREAS, by virtue of said grant the USA acquired in the custody of TVA the following permanent rights and easements on and over said land: (1) the right to overflow, flood, and/or cover the land with the flood, slack, or backwater created by the erection and operation of the Watts Bar Dam across the Tennessee River; (2) the right to enter upon said land and do such clearance, drainage, and other work on said land as in the discretion of USA may be necessary to carry out an adequate program for malaria control, including the maintenance of necessary patrols and application of larvicides; and (3) the right to remove and keep removed from said land all buildings and structures except fences and to restrict the use of said land to agricultural purposes.

WHEREAS, Landowner claims present ownership, of the underlying fee simple interest in and to a portion of the land affected by TVA Tract Nos. WBR-1047F, WBR-1048F and WBR-1049F, by virtue of a Judgment On Declaration Of Taking No. 33, entered on January 1, 1944, in the United States District Court, Eastern District, Northern Division, State of Tennessee, Civil Action No. 429, styled United States of America v. 56,200 acres of land in Roane and Anderson Counties, Tennessee and Ed C. Browder, et al., of record in Deed Book A-6, page 456 and TVA Tract Nos. WBR-1052F, WBR-1056F, WBR-1057F and WBR-1058F, by virtue of a Judgment On Declaration Of Taking No. 19, entered on February 23, 1943, in the United States District Court, Eastern District, Northern Division, State of Tennessee, Civil

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Action No. 429, styled United States of America v 56,200 acres of land, more or less, situated in Roane and Anderson Counties, Tennessee, and Ed C. Browder, et al., both in the office of the Register of Roane County, Tennessee; and

WHEREAS, Landowner and TVA have entered into a Memorandum of Understanding dated _____ (MOU) wherein Landowner and TVA have committed to providing certain real property rights to each other, including, among other things, the USA, acting through TVA, to partially abandon easement right (1) and fully abandon easement rights (2) and (3) referenced above insofar as they affect said TVA Tract Nos. WBR-1047F, WBR-1048F, WBR-1049F, WBR-1052F, WBR-1056F, WBR-1057F and WBR-1058F as described in Exhibit A, which is attached hereto and made a part hereof (the "Modification Area"), the USA, acting through TVA, to abandon certain easement rights affecting TVA Tract No. WBR-1076C, Landowner to transfer the possession and control of certain flowage easement rights affecting TVA Tract No. WBR-1076C to TVA, and for Landowner to transfer possession and control of certain transmission line easement rights and permanent rights-of-way to TVA; and

WHEREAS, TVA's Chief Executive Officer, as designee of the TVA Board of Directors, has declared that neither the USA nor TVA has any further need for nor any intention of making any further use of the easement rights referenced above insofar as they affect the Modification Area.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, with the recitals above specifically incorporated by reference herein,

(A) the USA, acting through TVA, does hereby declare that it has abandoned all present use of and does hereby waive, abandon, and extinguish the following specific easement rights in the custody of TVA affecting TVA Tract Nos. WBR-1047F, WBR-1048F, WBR-1049F, WBR-1052F, WBR-1056F, WBR-1057F and WBR-1058F: 1) (identified as easement right 2 above) the right to enter upon said land and do such clearance, drainage, and other work on said land as in the discretion of USA may be necessary to carry out an adequate program for malaria control, including the maintenance of necessary patrols and application of larvicides; and 2) (identified as easement right 3 above) the right to remove and keep removed from said land all buildings and structures except fences and to restrict the use of said land to agricultural purposes; only insofar as such easement rights pertain to the Modification Area; and

(B) the USA, acting through TVA, does hereby declare that it has partially abandoned all present use of and does hereby partially waive, abandon, and extinguish the following specific easement rights in the custody of TVA affecting TVA Tract Nos. WBR-1047F, WBR-1048F, WBR-1049F, WBR-1052F, WBR-1056F, WBR-1057F and WBR-1058F: 1) (identified as easement right 1 above) the right to overflow, flood, and/or cover the land with the flood, slack, or backwater created by the erection and operation of the Watts Bar Dam across the Tennessee River; The USA for itself and for the benefit of TVA specifically retain easement right (1) to the following extent: the right to permanently flood any portion of TVA Tract No. WBR-1047F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1047F lying below the 751.5-foot msl contour elevation, including those areas which have been filled to or above the 751.5-foot msl contour elevation; the right to permanently flood any portion of TVA Tract No. WBR-1048F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1048F lying below the 754.1-foot msl contour elevation, including those areas which have been filled to or above the 754.1-foot msl contour elevation; the right to permanently flood any portion of TVA Tract No. WBR-1049F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1049F lying below the 751.9-foot msl contour elevation, including those areas which have been filled to or above the 751.9-foot msl contour elevation; the right to permanently flood any portion of TVA Tract No. WBR-1052F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1052F lying below the 751.5-foot msl contour

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elevation, including those areas which have been filled to or above the 751.5-foot msl contour elevation; the right to permanently flood any portion of TVA Tract No. WBR-1056F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1056F lying below the 751.6-foot msl contour elevation, including those areas which have been filled to or above the 751.6-foot msl contour elevation; the right to permanently flood any portion of TVA Tract No. WBR-1057F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1057F lying below the 751.8-foot msl contour elevation, including those areas which have been filled to or above the 751.8-foot msl contour elevation; and the right to permanently flood any portion of TVA Tract No. WBR-1058F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1058F lying below the 752.7-foot msl contour elevation, including those areas which have been filled to or above the 752.7-foot msl contour elevation; and Landowner, for itself, its successors, and assigns, covenants and agrees that neither the USA nor TVA shall be responsible for any damages incurred as a result thereof. It is a condition of this instrument that all of the rights, reservations, restrictions, covenants, and conditions of the instrument of conveyance of flowage easement rights first above referenced shall be and remain in full force and effect except as specifically provided herein.

In the event DOE does not complete its commitment to transfer to TVA the custody of certain land rights as are necessary for TVA to operate its transmission facilities as provided in the MOU, TVA reserves the right to exercise any or all of the easement rights modified herein as if this Modification had never been made. Upon any partial or full completion of DOE's commitment in the MOU, TVA shall provide to DOE written acknowledgment of its partial or full completion of the commitment and, if requested by DOE, shall prepare and record a document acknowledging such partial or full completion.

Landowner, by joining in the execution hereof, hereby covenants and agrees on behalf of itself, and its successors and assigns, that the following shall constitute real covenants which shall attach to and run with the Modification Area, and which shall also be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession:

1. To the extent legally able to do so, Landowner hereby covenants and agrees to indemnify the USA and TVA and their respective agents, servants, and employees against and save them harmless from all claims, damages, demands, actions, costs, and charges to which they or either of them may be subject or which they or either of them may have to pay by reason of any injury to any person or property, or loss of life or property suffered or sustained by any person whomsoever, resulting from or in any way connected with the condition or use of the Modification Area, including any means of ingress thereto or egress therefrom, except liability for personal injuries, property damage, or loss of life or property caused by the sole negligence of the USA or TVA. It is understood and agreed that the hold harmless but not the indemnity obligation of Landowner in the preceding sentence shall apply as between DOE and TVA.
2. The USA and TVA do not warrant or represent that the land affected by TVA Tract Nos. WBR-1047F, WBR-1048F, WBR-1049F, WBR-1052F, WBR-1056F, WBR-1057F and WBR-1058F is safe, healthful, or suitable for the purpose for which it is permitted to be used under the provisions hereof or free from flooding, and Landowner hereby covenants and agrees for itself, its successors, and assigns, that the use and maintenance of this property and any improvements placed thereon are at their sole risk.
3. Landowner further covenants and agrees for itself, its successors, and assigns, that they shall not place, build, or maintain any structures or facilities including fill below: elevation 751.5-foot msl for TVA Tract No. WBR-1047F; elevation 754.1-foot msl for TVA Tract No. WBR-1048F; elevation 751.9-foot msl for TVA Tract No. WBR-1049F;

elevation 751.5-foot msl for TVA Tract No. WBR-1052F; elevation 751.6-foot msl for TVA Tract No. WBR-1056F; elevation 751.8-foot msl for TVA Tract No. WBR-1057F; and elevation 752.7-foot msl for TVA Tract No. WBR-1058F; without first obtaining TVA written approval of plans for such structure or facility, as required under Section 26a of the Tennessee Valley Authority Act of 1933, as amended, and in accordance with established procedures. Nothing in this instrument shall be construed as constituting or evidencing such approval by TVA. All structures, facilities, and/or equipment subject to flood damage must be located at or floodproofed; to elevation 751.5-foot msl for TVA Tract No. WBR-1047F; to elevation 754.1-foot msl for TVA Tract No. WBR-1048F; to elevation 751.9-foot msl for TVA Tract No. WBR-1049F; to elevation 751.5-foot msl for TVA Tract No. WBR-1052F; to elevation 751.6-foot msl for TVA Tract No. WBR-1056F; to elevation 751.8-foot msl for TVA Tract No. WBR-1057F; and to elevation 752.7-foot msl for TVA Tract No. WBR-1058F.

It is the intention of TVA and DOE that the flowage easement rights, as modified herein, shall remain in the custody of TVA and shall not merge with the fee simple interest in the Modification Area held in the custody of DOE. In the event that DOE transfers or conveys the fee simple interest in the Modification Area, such instrument of transfer or conveyance shall expressly state that it is subject to the flowage easement rights held in the custody of TVA.

IN WITNESS WHEREOF, UNITED STATES OF AMERICA, acting by and through the Department of Energy, as Landowner, has caused this instrument to be executed this _____ day of _____, 2017, and 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, by its authorized officer as of the date first above written.

UNITED STATES OF AMERICA
By Department of Energy

Name, Title

STATE OF TENNESSEE)
) SS
COUNTY OF ANDERSON)

Before me personally appeared _____, as _____, known to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she is the _____ Officer of the UNITED STATES DEPARTMENT OF ENERGY and as the authorized representative of the UNITED STATES DEPARTMENT OF ENERGY, executed and delivered the same as their free act and deed on the day and year therein mentioned.

WITNESS my hand and seal of office this _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____

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

AARON B. NIX
Senior Manager
Realty Services and GIS

STATE OF TENNESSEE)
) SS
COUNTY OF HAMILTON)

On the ____ day of _____, 2017, before me appeared AARON B. NIX to me personally known, who, being by me duly sworn, did say that he is the Senior Manager, Realty Services and GIS of the TENNESSEE VALLEY AUTHORITY, a corporation, and that said instrument was signed, and delivered on behalf of said corporation, by authority of its Board of Directors, and as legal agent for the UNITED STATES OF AMERICA; and said AARON B. NIX acknowledged said instrument to be the free act and deed of the UNITED STATES OF AMERICA, as principal, and the TENNESSEE VALLEY AUTHORITY, as its agent.

WITNESS my hand and official seal of office in Chattanooga, Tennessee, on the day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

The names and addresses of the authorized representatives of the owner of the aforescribed land are:

09/22/2017

FEE OWNER:

**Department of Energy
c/o Real Estate Contracting Officer
Post Office Box 2001
Oak Ridge, Tennessee 37831**

USA/TVA:

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

09/22/2017

AFFIDAVIT OF VALUE

STATE OF TENNESSEE)
) SS
COUNTY OF ROANE)

The undersigned hereby offers this instrument for recording within the meaning of the statutes of the State of Tennessee under Tennessee Code Annotated, Section 67-5-203(a)(1), and hereby swears and affirms that the actual consideration for this modification is TAX EXEMPT, which amount is equal to or greater than the amount which the rights conveyed would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me this _____ day of _____, 2017.

Title: _____

My Commission Expires: _____

TVA Tract Nos. WBR-1047F, S.1X, WBR-1048F,S.1X
WBR-1049F, S.1X, WBR-1052, S.1X
WBR-1056F, S.1X, WBR-1057F, S.1X
and WBR-1058, S.1X

EXHIBIT A
WATTS BAR RESERVOIR

WBR-1047F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately downstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a 10 inch red oak tree, (Coordinates: N. 568,188; E. 2,472,872), in a fence line, a corner of the lands of Lottie G. Shelton, and W. H. Browder, et ux; thence S. 26° 34' E., 2509 feet to a point; thence S. 14° 16' W., 958 feet to a point; thence S. 82° 07' W., 561 feet to a point; thence N. 83° 26' W., 795 feet to a point, thence N. 17° 35' E., 212 feet to a point; thence S. 76° 30' W., 317 feet to a point; thence S. 30° 15' W., 544 feet to a point; thence S. 83° 43' W., 230 feet to a point, the said point being the point of beginning; thence with a severance line S. 83° 43' W., 355 feet to a point; thence S. 26° 37' E., 705 feet to a point; thence N. 55° 00' W., 300 feet to a point; thence N. 18° 00' W., 385 feet to a point; thence N. 54° 00' W., 555 feet (bearing and distance both approximate) to a point; thence N. 40° 00' W., 440 feet to a point; thence N. 62° 30' E., 280 feet to a point (Coordinates: N. 565,318; E. 2,470,766) ; thence S. 65° 00' E., approximately 675 feet to a point; thence S. 13° 00' W., approximately 275 feet to a point; thence S. 73° 00' E., 360 feet to the point of beginning, and containing 10.0 acres, more or less.

The coordinates and bearings given in the above descriptions are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The region for this coordinate system is at Latitude 34° 40' N., and Longitude 86° 00' W, and has been assigned a value of x = 2000,000 feet and y = 100,000 feet.

continued EXHIBIT A (page 2)
WATTS BAR RESERVOIR

WBR-1048F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately downstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a 10 inch red oak tree (Coordinates: N. 568,188; E. 2,472,872) in a fence line, a corner of the lands of Lottie G. Shelton, and W. H. Browder, et ux; thence, S. 26° 34' E., 2509 feet to a point; thence S. 14° 16' W., 958 feet to a point; thence S. 82° 07' W., 561 feet to a point; thence N. 83° 26' W., 710 feet to a point, the said point being the point of beginning;

Thence with a severance line N. 83° 26' W., 85 feet to a point; thence N. 17° 35' E., 212 feet to a point; thence S. 76° 30' W., 317 feet to a point; thence N. 55° 00' E., 410 feet to a point; thence N. 24° 00' E., 575 feet to a point; thence N. 68° 00' W., 350 feet to a point; thence N. 44° 00' W., 280 feet to a point; thence N. 82° 00' W., 580 feet to a point; thence N. 15° 00' W., 225 feet to a point; thence N. 20° 00' E., 315 feet to a point; thence N. 48° 00' E., 330 feet to a point; thence N. 6° 00' E., 740 feet to a point; thence N. 50° 00' E., 210 feet to a point; thence S. 20° 00' E., approximately 600 feet to a point; thence S. 49° 00' W., approximately 685 feet to a point; thence S. 4° 00' E., 235 feet to a point; thence S. 81° 00' E., 365 feet to a point; thence S. 22° 00' W., 140 feet to a point; thence S. 56° 00' E., 610 feet to a point; thence S. 21° 00' E., 550 feet to a point; thence S. 43° 00' W., 590 feet to a point; thence S. 2° 00' W., 170 feet to the point of beginning, and containing 19.4 acres, more or less.

The coordinates and bearings given in the above descriptions are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The region for this coordinate system is at Latitude 34° 40' N., and Longitude 86° 00' W, and has been assigned a value of $x = 2000,000$ feet and $y = 100,000$ feet.

09/22/2017

continued EXHIBIT A (page 3)
WATTS BAR RESERVOIR

WBR-1049F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately downstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a 10inch red oak tree (Coordinates: N. 568,188; E. 2,472,872) in a fence line, a corner of the lands of Lottie G. Shelton, and W. H. Browder, et ux; thence S. 26° 34' E., 2239 feet to a point; the said point being the point of beginning;

thence with a severance line S. 26° 34' E., 270 feet to a point; thence S. 14° 16' W., 958 feet to a point; thence S. 82° 07' W., 561 feet to a point; thence N. 83° 26' W, 160 feet to a point; thence N. 64° 00' E., 235 feet to a point; thence N. 88° 00' E., 350 feet to a point; thence N. 33° 00' E., 430 feet (bearing and distance both approximate) to the point; thence N. 33° 00' W., 290 feet to a point; thence N. 21° 00' E, 535 feet to the point of beginning, and containing 5.1 acres, more or less.

The coordinates and bearings given in the above descriptions are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The region for this coordinate system is at Latitude 34° 40' N., and Longitude 86° 00' W, and has been assigned a value of $x = 2000,000$ feet and $y = 100,000$ feet.

09/22/2017

continued EXHIBIT A (page 4)
WATTS BAR RESERVOIR

WBR-1052F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately upstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a 14 inch white oak tree, a corner of the lands of Mrs. Martha L. Gallaher, and Robert L. Gallaher; thence with the common boundary line between the lands of Mrs. Martha L. Gallaher, and Robert L. Gallaher, S. 83° 00' E., 115 feet to a point; thence leaving the said common boundary line, S. 79° 56' W., 532 feet to a point; thence N. 54° 45' W., 626 feet to a point; the said point being the point of beginning;

thence with a severance line S. 62° 00' W., approximately 590 feet to a point; thence S. 20° 00' E., approximately 300 feet to a point; thence S. 83° 00' E., 430 feet to a point; thence S. 4° 00' W, 200 feet to a point; thence N. 65° 38' W., 907 feet to a point; thence N. 53° 45' E., 856 feet to a point; thence S. 64° 45' E., 150 feet to the point of beginning, and containing 4.3 acres, more or less.

The bearings given in the above description are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The central meridian for this coordinate system is located at Longitude 86° 00' W.

09/22/2017

continued EXHIBIT A (page 5)
WATTS BAR RESERVOIR

WBR-1056F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately upstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a gum stump at an angle in the common boundary line between the lands of the J. M. Robinette Heirs, and Robert L. Gallaher; thence N. 58° 04' W., 735 feet to a point on the east side of a county road; thence along the road S. 26° 05' W., 1656 feet to a point, thence, leaving the road, S. 41° 32' E., 492 feet to a point; thence S. 10° 16' W., 151 feet to a point; thence N. 60° 20' W., 471 feet to a point; thence S. 84° 44' W., 240 feet to a point at a county road; thence S. 72° 24' W., 327 feet to a point, thence S. 85° 28' W., 165 feet to a point, thence N. 66° 48' W., 99 feet to a point; thence S. 79° 42' W., 78 feet to a point; thence N. 49° 03' W., 220 feet to a point; thence N. 22° 13' E., 696 feet to a point; thence N. 68° 07' W., 1655 feet to a point; thence N. 84° 50' W., 167 feet to a point; thence N. 48° 52' W., 1312 feet to a point; thence S. 40° 05' W., 264 feet to a point; thence N. 43° 12' W., 339 feet to a point; thence S. 35° 33' W., 1099 feet to a point; thence S. 69° 12' W., 50 feet to a point, the said point being the point of beginning; thence with a severance line S. 22° 00' E., 175 feet to a point; thence N. 89° 00' W., approximately 390 feet to a point; thence S. 14° 00' W., approximately 520 feet to a point; thence N. 67° 00' W., 95 feet to a point; thence N. 10° 25' E., 474 feet to a point; thence N. 69° 12' E., 485 feet to the point of beginning, and containing 2.4 acres, more or less.

NOTE: The bearings given in the above description are based on the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The central meridian for this coordinate system is located at Longitude 86° 00' W.

continued EXHIBIT A (page 6)
WATTS BAR RESERVOIR

WBR-1057F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately upstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a point in a county road and in the center line of a drain, an angle in the common boundary line between the lands of Robert L. Gallaher and the Wm. M. L. Hope Heirs; thence with the common boundary between the lands of Robert L. Gallaher, and the Wm. M. L. Hope Heirs N. 63° 00' E., 140 feet to a point (Coordinates: N. 556,615; E. 2,476,130); thence, leaving the said common boundary line, N. 53° 33' W., 656 feet to a point; thence S. 37° 44' W., 224 feet crossing a county road at approximately 50 feet, to a point; thence S. 18° 11' E., 593 feet to a point; thence S. 82° 42' W., 39 feet to a point; thence N. 64° 36' W., 1571 feet to a point; thence N. 70° 13' W., 1220 feet to a point, thence N. 84° 24' W., 595 feet to a point; thence N. 89° 40' W., 1042 feet to a point; thence N. 39° 36' E., 345 feet to a point; thence S. 79° 25' E., 1061 feet to a point; thence N. 48° 44' W., 369 feet to a point; thence N. 68° 53' W., 480 feet to a point; thence N. 24° 13' E., 273 feet to a point; thence S. 70° 36' E., 509 feet to a point; thence N. 61° 44' E., 599 feet to a point; thence S. 62° 31' E., 750 feet to a point; thence N. 30° 51' E., 492 feet, crossing a county road at approximately 440 feet, to a point; thence N. 62° 22' W., 1087 feet, crossing a county road at approximately 790 feet, to a point; thence N. 74° 21' W., 463 feet to a point; thence S. 86° 40' W., 311 feet to a point; thence S. 69° 39' W., 1214 feet to a point; thence N. 16° 16' W., 100 feet to a point; thence S. 74° 26' W., 227 feet to a point; thence S. 42° 24' W., 457 feet to a point, the said point being the point of beginning; thence with a severance line S. 42° 24' W., 90 feet to a point; thence N. 47° 01' W., 1067 feet to a point; thence N. 19° 45' W., 552 feet to a point; thence N. 83° 00' E., 360 feet to a point; thence S. 1° 00' W., 265 feet to a point; thence S. 88° 00' W., 200 feet to a point; thence S. 34° 00' E., approximately 405 feet to a point; thence N. 56° 00' E., approximately 245 feet to a point; thence S. 39° 00' E., 555 feet to a point; thence S. 69° 00' W., 210 feet to a point; thence S. 50° 00' E., 375 feet to the point of beginning, and containing 6.9 acres, more or less.

NOTE: The coordinates and bearings given in the above description are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The origin for this coordinate system is at Latitude 34° 40' N., and has been assigned a value of x = 2,000,000 feet and y = 100,000 feet.

09/22/2017

continued EXHIBIT A (page 7)
WATTS BAR RESERVOIR

WBR-1058F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately upstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a point in the center line of a county road and in the center line of a branch, an angle in the common boundary line between the lands of Robert L. Gallaher and the Wm. M. L. Hope Heirs; thence with the common boundary between the lands of Robert L. Gallaher, and the Wm. M. L. Hope Heirs N. 63° 00' E., 140 feet to a point (Coordinates: N. 556,615; E. 2,476,130); thence, leaving the said boundary line, N. 53° 33' W., 656 feet to a point; the said point being the point of beginning; thence with a severance line S. 37° 44' W., 224 feet crossing a county road at approximately 54 feet to a point; thence S. 18° 11' E., 593 feet to a point; thence S. 82° 42' W., 39 feet to a point, thence N. 64° 36' W., 1571 feet to a point, thence N. 70° 13' W., 1220 feet to a point; thence N. 84° 24' W., 595 feet to a point; thence N. 89° 40' W., 1042 feet to a point; thence N. 39° 36' E., 345 feet to a point; thence S. 79° 25' E., 1061 feet to a point; thence N. 48° 44' W., 369 feet to a point; thence N. 68° 53' W., 480 feet to a point; thence N. 24° 13' E., 273 feet to a point; thence S. 70° 36' E., 509 feet to a point; thence N. 61° 44' E., 599 feet to a point; thence S. 62° 31' E., 750 feet to a point; thence N. 30° 51' E., 492 feet crossing a county road at approximately 442 feet to a point; thence along the road S. 50° 30' E., 2095 (bearing and distance both approximate) to the point of beginning, and containing 73.8 acres, more or less subject to such rights as may be vested in the county to a road which affects approximately 0.7 acres.

NOTE: The coordinates and bearings given in the above description are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The origin for this coordinate system is at Latitude 34° 40' N., and Longitude 86° 00' W., and has been assigned a value of x = 2,000,000 feet and y = 100,000 feet.

Prepared by:

Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
Telephone: 1-888-817-5201

TVA TRACT NO. WBR-1076C, S.1X

MODIFICATION
OF
ACQUIRED FLOWAGE EASEMENT RIGHTS
AND TRANSFER OF ADDITIONAL FLOWAGE EASEMENT RIGHTS

THIS INSTRUMENT, made and entered into as of the _____ day of _____, 2017, by and between the UNITED STATES OF AMERICA (sometimes hereinafter referred to as "USA"), acting by and through its authorized agent, the TENNESSEE VALLEY AUTHORITY (sometimes hereinafter referred to as "TVA"), an executive corporate agency and instrumentality of the United States of America created by the Tennessee Valley Authority Act of 1933, as amended, and UNITED STATES OF AMERICA, acting by and through the Department of Energy (DOE) under and pursuant to the powers and authority contained in Section 161g of the Atomic Energy Act of 1954, as amended (42 U.S.C. Section 2011, et seq.) ("Landowner").

W I T N E S S E T H:

WHEREAS, USA acquired in the custody of TVA certain flowage easement rights to a tract of land designated in the TVA land records as TVA Tract No. WBR-1076C by virtue of a Grant of Easements dated May 8, 1941, of record in Deed Book S-5, page 175, in the Register of Roane County, Tennessee; and

WHEREAS, by virtue of said grant the USA acquired in the custody of TVA the following permanent rights and easements on and over a said land: (1) a permanent easement and right to enter upon said TVA Tract No. WBR-1076C for the purpose of clearing that portion of the same below elevation 741.5 (m.s.l.) and keeping the same cleared of all timber, brush, undergrowth, and other objectionable obstructions, and also to cut such timber as is necessary in connection with digging of ditches and dispensing with spoil, and also to cut such brush as is necessary in the furtherance of malaria control; (2) a permanent easement and right to enter upon the land and do all work necessary in connection with the digging, excavating, constructing, and maintenance of drainage ditches, including the right to deposit on said land, the dirt, sand, rock, or other natural waste material resulting from said digging, excavating, and maintenance; (3) a permanent easement and right to enter upon said land and do such work, as in the discretion of TVA, may be necessary in the furtherance of malaria control; and (4) such permanent rights of ingress and egress to and from, over and across the adjoining lands of the owner of the Grant of Easements referenced above as may be necessary to permit entry upon said TVA Tract No. WBR-1076C for the purpose of exercising any and all of the easement rights as referenced herein.

WHEREAS, Landowner claims present ownership, of the underlying fee simple interest in and to a portion of the land affected by TVA Tract No. WBR-1076C, by virtue of a Judgment On Declaration Of Taking No. 33, entered on January 1, 1944, in the United States District Court, Eastern District, Northern Division, State of Tennessee, Civil Action No. 429, styled United States of America v 56,200 acres of land in Roane and Anderson Counties, Tennessee and Ed C. Browder, et al., of record in Deed Book A-6, page 455, in the office of the Register of Roane County, Tennessee; and

WHEREAS, Landowner and TVA have entered into a Memorandum of Understanding dated _____ (MOU) wherein Landowner and TVA have committed to providing certain real property rights to each other, including among other things, the USA acting through TVA to abandon easement rights (1), (2), (3) and (4) referenced above insofar as they affect said TVA Tract No. WBR-1076C and such permanent rights of ingress and egress as referenced in (4) above, as described in Exhibit A, which is attached hereto and made a part hereof (the "Modification Area"), Landowner to transfer the possession and control of certain flowage easement rights affecting TVA Tract No. WBR-1076C to TVA, the USA, acting through TVA, to abandon certain easement rights affecting TVA Tract Nos. WBR-1047F, WBR-1048F, WBR-1049F, WBR-1052F, WBR-1056F, WBR-1057F, and WBR-1058F, and for Landowner to transfer possession and control of certain transmission line easement rights and permanent rights-of-way to TVA; and

WHEREAS, TVA's Chief Executive Officer, as designee of the TVA Board of Directors, has declared that neither the USA nor TVA has any further need for nor any intention of making any further use of the easement rights referenced above insofar as they affect the Modification Area.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, with the recitals above specifically incorporated by reference herein,

(A) the USA acting through TVA does hereby declare that it has abandoned all present use of and does hereby waive, abandon, and extinguish the following specific easement rights in the custody of TVA affecting TVA Tract No. WBR-1076C: 1) (identified as easement right 1 above) a permanent easement and right to enter upon said TVA Tract No. WBR-1076C for the purpose of clearing that portion of the same below elevation 741.5 (m.s.l.) and keeping the same cleared of all timber, brush, undergrowth, and other objectionable obstructions, and also to cut such timber as is necessary in connection with digging of ditches and dispensing with spoil, and also to cut such brush as is necessary in the furtherance of malaria control ; 2) (identified as easement right 2 above) a permanent easement and right to enter upon the land and do all work necessary in connection with the digging, excavating, constructing, and maintenance of drainage ditches, including the right to deposit on said land, the dirt, sand, rock, or other natural waste material resulting from said digging, excavating, and maintenance; 3) (identified as easement right 3 above) a permanent easement and right to enter upon said and do such work, as in the discretion of TVA, may be necessary in the furtherance of malaria control; and 4) (identified as easement right 4 above) such permanent rights of ingress and egress to and from, over and across the adjoining lands of the owner of the Grant of Easements referenced above as may be necessary to permit entry upon said TVA Tract No. WBR-1076C for the purpose of exercising any and all of the easement rights as referenced herein; only insofar as such easement rights pertain to the Modification Area and such permanent rights of ingress and egress as referenced in (4) herein; and

(B) Landowner does hereby transfer to TVA the possession and control of the right to permanently flood any portion of TVA Tract No. WBR-1076C lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation, and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1076C lying below the 754.6, including those areas which have been filled to or above the 754.6-foot msl elevation, and Landowner, for itself, its successors, and assigns, covenants and agrees that neither the USA nor TVA shall be responsible for any damages incurred as a result thereof.

Landowner, by joining in the execution hereof, hereby covenants and agrees on behalf of itself, and its successors and assigns, that the following shall constitute real covenants which shall attach to and run with the Modification Area, and which shall also be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession:

1. To the extent legally able to do so, Landowner hereby covenants and agrees to indemnify the USA and TVA and their respective agents, servants, and employees against and save them harmless from all claims, damages, demands, actions, costs, and charges to which they or either of them may be subject or which they or either of them may have to pay by reason of any injury to any person or property, or loss of life

or property suffered or sustained by any person whomsoever, resulting from or in any way connected with the condition or use of the Modification Area, including any means of ingress thereto or egress therefrom, except liability for personal injuries, property damage, or loss of life or property caused by the sole negligence of the USA or TVA. It is understood and agreed that the hold harmless but not indemnity obligation of Landowner in the preceding sentence shall apply as between DOE and TVA.

2. The USA and TVA do not warrant or represent that the land affected by TVA Tract No. WBR-1076C is safe, healthful, or suitable for the purpose for which it is permitted to be used under the provisions hereof or free from flooding, and Landowner hereby covenants and agrees for itself, its successors, and assigns, that the use and maintenance of this property and any improvements placed thereon are at their sole risk.
3. Landowner further covenants and agrees for itself, its successors, and assigns, that they shall not place, build, or maintain any structures or facilities including fill below elevation 754.6-foot msl without first obtaining TVA written approval of plans for such structure or facility, as required under Section 26a of the Tennessee Valley Authority Act of 1933, as amended, and in accordance with established procedures. Nothing in this instrument shall be construed as constituting or evidencing such approval by TVA. All structures, facilities, and/or equipment subject to flood damage must be located at or floodproofed to elevation 754.6-foot msl.

It is the intention of TVA and DOE that the flowage easement rights, as modified herein, shall remain in the custody of TVA and shall not merge with the fee simple interest in the Modification Area held in the custody of DOE. In the event that DOE transfers or conveys the fee simple interest in the Modification Area, such instrument of transfer or conveyance shall expressly state that it is subject to the flowage easement rights held in the custody of TVA.

IN WITNESS WHEREOF, UNITED STATES OF AMERICA, acting by and through the Department of Energy, as Landowner, has caused this instrument to be executed this _____ day of _____, 2017, and 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, by its authorized officer as of the date first above written.

UNITED STATES OF AMERICA
By Department of Energy

Name, Title

STATE OF TENNESSEE)
) SS
COUNTY OF ANDERSON)

Before me personally appeared _____, as _____, known to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she is the _____ Officer of the UNITED STATES DEPARTMENT OF ENERGY and as the authorized representative of the UNITED STATES DEPARTMENT OF ENERGY, executed and delivered the same as their free act and deed on the day and year therein mentioned.

WITNESS my hand and seal of office this _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____

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

AARON B. NIX
Senior Manager
Realty Services and GIS

STATE OF TENNESSEE)
) SS
COUNTY OF HAMILTON)

On the ____ day of _____, 2017, before me appeared AARON B. NIX to me personally known, who, being by me duly sworn, did say that he is the Senior Manager, Realty Services and GIS of the TENNESSEE VALLEY AUTHORITY, a corporation, and that said instrument was signed, and delivered on behalf of said corporation, by authority of its Board of Directors, and as legal agent for the UNITED STATES OF AMERICA; and said AARON B. NIX acknowledged said instrument to be the free act and deed of the UNITED STATES OF AMERICA, as principal, and the TENNESSEE VALLEY AUTHORITY, as its agent.

WITNESS my hand and official seal of office in Chattanooga, Tennessee, on the day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

The names and addresses of the authorized representatives of the owner of the aforescribed land are:

FEE OWNER: Department of Energy
c/o Real Estate Contracting Officer
Post Office Box 2001
Oak Ridge, Tennessee 37831

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

AFFIDAVIT OF VALUE

STATE OF TENNESSEE)
) SS
COUNTY OF ROANE)

The undersigned hereby offers this instrument for recording within the meaning of the statutes of the State of Tennessee under Tennessee Code Annotated, Section 67-5-203(a)(1), and hereby swears and affirms that the actual consideration for this modification is TAX EXEMPT, which amount is equal to or greater than the amount which the rights conveyed would command at a fair and voluntary sale.

_____ Affiant

Sworn to and subscribed before me this _____ day of _____, 2017.

Title: _____

My Commission Expires: _____

EXHIBIT A
WATTS BAR RESERVOIR

WBR-1076C

A strip of land for a drainage ditch lying 100 feet on each side of the center line across a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately downstream from the mouth of Poplar Creek, the center line of the said strip being more particularly described as follows:

Beginning at a point (Coordinates: N. 567,840; E. 2,471,326), the said point being S. 77° 19' W., 1585 feet from the 10 inch red oak tree (Coordinates: N. 568,188; E. 2,472,872) in a fence line at an angle in the common boundary line between the lands of Lottie G. Shelton, and W. H. Browder, et ux; thence extending on a bearing of S. 54° 48' W., 397 feet to a point; thence S. 42° 14' W., 767 feet to a point; thence N. 80° 10' W., 686 feet to a point, thence S. 24° 10' W., 256 feet to a point; thence S. 15° 15' E., 24 feet to a point (Coordinates: N. 566,894; E. 2,469,707) in the boundary line of the land to be acquired in fee by the Authority under the designation of Tract No. WBR 1038.

The above described strip of land has a total length of 2140 feet along the center line, contains 9.8 acres, more or less.

The coordinates and bearings given in the above descriptions are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The region for this coordinate system is at Latitude 34° 40' N., and Longitude 86° 00' W, and has been assigned a value of $x = 2000,000$ feet and $y = 100,000$ feet.

Exhibit E

Prepared by and return to:

Commented [A1]: TVA to provide

_____, Attorney
Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
1-888-817-5201

TVA Tract No.

Commented [A2]: TVA to provide

**TRANSFER OF TRANSMISSION LINE EASEMENT RIGHTS
AND PERMANENT RIGHTS OF WAY
FROM
UNITED STATES DEPARTMENT OF ENERGY
TO
TENNESSEE VALLEY AUTHORITY**

This Transfer of Transmission Line Easement Rights and Permanent Rights-of-Way from the UNITED STATES DEPARTMENT OF ENERGY (DOE) to the TENNESSEE VALLEY AUTHORITY, an executive branch corporate agency and instrumentality of the United States of America created by an act of Congress known as the Tennessee Valley Authority Act of 1933, as amended ("TVA")

WHEREAS, DOE, and its predecessor agency, the Atomic Energy Commission acquired in the name of the United States certain land in Roane County, Tennessee by virtue of [insert deed reference], recorded in the office of the Register of Roane County, Tennessee; and

Commented [A3]: TVA to provide after DOE provides acquisition tract map

WHEREAS, TVA has requested DOE to transfer a limited part of its possession and control over a portion of the above described land to allow TVA to construct, operate, and maintain electrical transmission lines and related facilities across said land; and

WHEREAS, pursuant to Section 161(g) of the Atomic Energy Act of 1954, DOE is authorized to transfer such part of its possession and control to TVA without charge in consideration of the modification by TVA of certain flowage easement rights in the custody of TVA, identified as TVA Tract Nos. WBR-1047F, S. 1X, WBR-1048F, S. 1X, WBR-1049F, S. 1X, WBR-1052F, S. 1X, WBR-1056F, S. 1X, WBR-1057F, S. 1X, WBR-1058F, S. 1X, and WBR-1076C, S. 1X.

NOW, THEREFORE, in consideration of the premises recited above, which are incorporated herein by reference, DOE does hereby transfer to TVA the possession and control of a right-of-way permanently to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, including guy wires, in, on, over, and across said right-of-way, together with the perpetual right to clear said right-of-way and keep the same clear of structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards), trees, brush, stored personal property, and fire hazards; to destroy or otherwise dispose of such trees and brush; to prevent the drilling or sinking of wells within the right-of-way, **except as mandated by applicable regulatory agencies or for environmental sampling or remediation purposes provided TVA is notified in advance of the location(s) of such well(s)**; and to remove, destroy, or otherwise dispose of any trees located beyond the limits of said right-of-way which in falling could come within ten (10) feet of any transmission line structure or conductor; all over, upon, across, and under the land described in Exhibit A hereto attached and by this reference hereby incorporated in and made a part of this instrument as fully as if here written; together with rights of ingress and egress to and from the right-of-way along existing access roads, with DOE, or successor owners of the property, having the right to select and change from time to time as is

TVA Tract No.

reasonable the route(s) to be used for such ingress and egress. Provided, TVA shall first notify DOE's authorized representative, or successor owners of the property, of any buildings, signboards, billboards, stored personal property, or fire hazards encroaching upon the rights-of-way and allow DOE, or successors owners of the property, a reasonable opportunity to remove said encroachments.

DOE agrees that the consideration above stated is accepted by it as full compensation for all damage caused by the exercise of any of the rights above described; EXCEPT that TVA shall remain liable for any direct physical damage to the land resulting from the operations of the construction and maintenance forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said transmission line structures.

DOE, for itself, and its successors and assigns, covenants and agrees with TVA that no structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards) or fire hazards will be erected or maintained within the limits of the right-of-way, that the right-of-way will not be used for the storage of personal property, that no well will be drilled or sunk within the right-of-way, **except as mandated by applicable regulatory agencies or for environmental sampling or remediation purposes provided TVA is notified in advance of the location(s) of such well(s)**, and that it will not grant to any third party an easement or right-of-way under this easement and right-of-way without first obtaining the written consent of the Tennessee Valley Authority, said consent not to be unreasonably withheld, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the herein described transmission line rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

DOE does further agree to include the following reference to this Transfer of Transmission Line Easement Rights and Permanent Rights-of-Way in any instrument evidencing the transfer or conveyance of the lands underlying the herein described right-of-way:

This conveyance is made subject to transmission line easement rights and rights of way retained by the United States of America and in the custody of the Tennessee Valley Authority pursuant to a Transfer of Transmission Line Easement Rights And Permanent Rights-of-Way dated _____.

TVA Tract No.

TVA: United States of America
Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801

The name(s) and address of the legal owner(s) are:

DOE: United States Department of Energy (See D.B. , Page)

Tax Map:

Parcel:

TVA Tract No.

Exhibit A - Legal Description

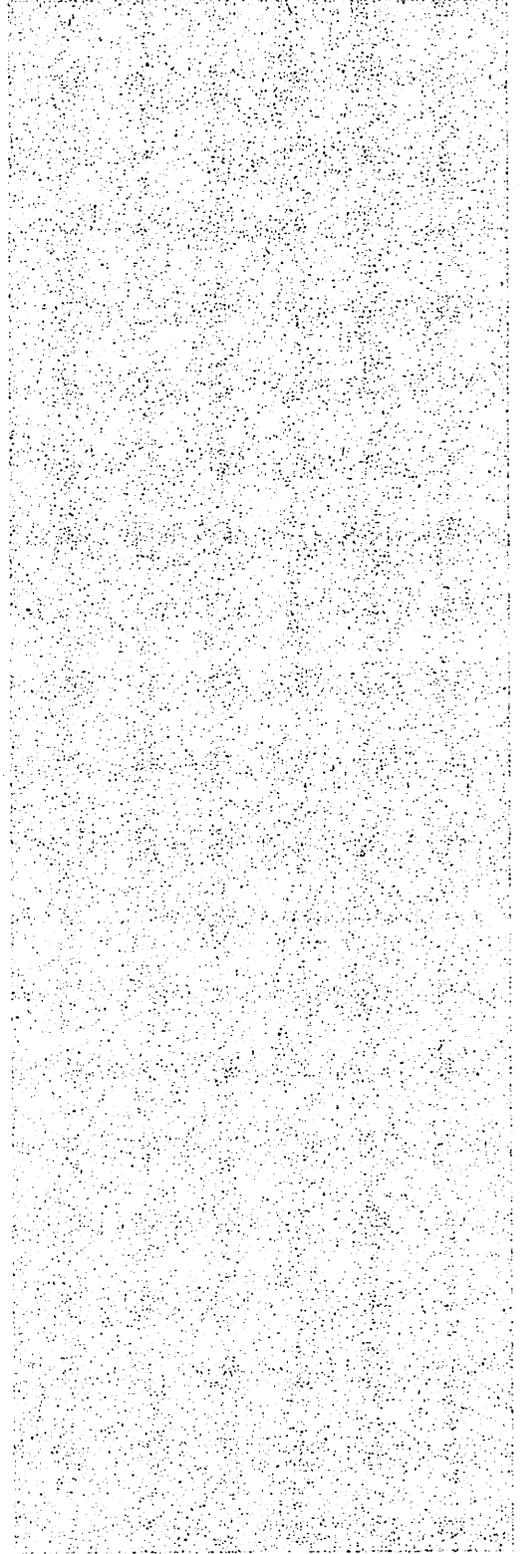


Exhibit F

THENCE, south 72 deg. 54 min. 57 sec. east, 47.00 feet to a point located in the west side of Poplar Creek at the normal winter pool level near mile marker 2.05;

THENCE, with said normal winter pool level of Poplar Creek heading downstream 11,437 feet to a point in the east normal winter pool level of the Clinch River near mile marker 12;

THENCE, with the normal winter pool level of the Clinch River a distance of 3,224 feet to a point near mile marker 12.5;

THENCE, leaving the normal winter pool level of the Clinch River and with the normal pool level of K-901-A, 1,896 feet to a point;

THENCE, north 85 deg. 49 min. 02 sec. east, 68.41 feet to the point of beginning and containing 206.56 acres, more or less.

Bearing and distances are based on Tennessee State Plane Grid Coordinate System NAD83 (88). 88 refers to the year which Martin Marietta Energy Systems established GPS monuments on the Oak Ridge Reservation using values published in 1986 by the Tennessee Department of Transportation which tied the GPS monuments to the Tennessee Geodetic Reference Network System.

Prepared by: Barge Waggoner Sumner and Cannon, Inc.

Date: September 16, 2015

BWSC File: 35894-12 (phase 9500)

Exhibit F

This conveyance is made subject to the following covenants, restrictions, reservations, easements and conditions:

(1). It is the intent of the GRANTEE to utilize the property conveyed herein for purposes consistent with the mission of economic development for the community. All activities and development of the real property by the GRANTEE shall be consistent with the requirements contained within Exhibits "B" and "D" to this Quitclaim Deed.

(2). All reservations and easements, including but not limited to existing easements for public roads and highways, railroads, transmission lines, pipelines, other public utilities, and transmission line easement rights and rights of way retained by the United States of America and in the custody of the Tennessee Valley Authority pursuant to a Transfer of Transmission Line Easement Rights And Permanent Rights-of-Way dated _____.

(3). Reserving to the GRANTOR the continuing rights to use GRANTOR's existing utility systems in such a manner as not to create any unreasonable interference with the use of the real property for the purposes for which herein granted. The GRANTEE's use of or connection to any GRANTOR-owned or operated utility system is specifically excepted from this conveyance. Any such use by the GRANTEE, to be mutually agreed on by both the GRANTOR and GRANTEE, shall be accomplished through a separate GRANTOR-issued realty document.

(4). Covenanting to the GRANTOR the promissory right and easement on the part of the GRANTEE, insofar as legally empowered, to permit the GRANTOR to construct, use, and maintain necessary communication, utility, or access facilities across, over, and/or under existing easements, cited in Condition No. (2) herein, lying within the parcels, in such manner as not to create any unreasonable interference with the use of the real property herein granted.

(5). Any and all construction which may occur within any floodplain or floodway or which might affect a floodplain must comply with applicable Federal and State laws with respect to such construction.

(6). If any portion of the real property herein conveyed is deemed to be jurisdictional wetlands as determined by the Nashville District Corps of Engineers, any development thereon must comply with the Department of Army Wetlands Construction Restrictions contained in 33 CFR, Sections 320 through 330, as amended, and any other applicable Federal, State, or local wetlands regulations.

(7). The real property herein conveyed shall be used in a manner consistent with the Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 et seq.).

(8). The GRANTEE shall protect any historical and/or archaeological cultural resources which may be discovered on the premises subsequent to the date of this conveyance and shall comply with the procedures set forth in attached Exhibit "C."

(9). The GRANTEE shall comply with all applicable Federal, State, and local laws and regulations with respect to any present or future development of the property herein

Exhibit F

conveyed, including, but not limited to, those laws and regulations which govern sewage disposal, facilities, water supply, and other public health requirements.

(10). The GRANTEE shall take all efforts necessary to assure that any permanent boundary monuments marking the property transferred by this Quitclaim Deed are not disturbed, obliterated, or destroyed through the activities of the GRANTEE.

(11). The GRANTOR agrees to grant a separate easement or other realty document to the GRANTEE over Federal land under the GRANTOR's jurisdictional control to accommodate necessary utility connections and building ingress and egress.

(12). The GRANTOR holds harmless and indemnifies GRANTEE, any successor, assignee, transferee, lender or lessee as set forth in, and subject to the limitations, terms and conditions of Exhibit "E" to this Quitclaim Deed.

(13). The GRANTOR acknowledges that the Oak Ridge Reservation has been identified as a National Priorities List Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The GRANTEE acknowledges that the GRANTOR has provided it with a copy of the Oak Ridge Reservation Federal Facility Agreement effective on January 1, 1992 and relevant amendments entered into by the GRANTOR, the United States Environmental Protection Agency, and the Tennessee Department of Environment and Conservation. The GRANTEE agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended and the terms of this Quitclaim Deed, the terms of the Federal Facility Agreement will take precedence.

An Addendum addressing requirements of CERCLA Section 120(h)(3), including response action assurances and use restrictions, is attached as Exhibit "D" and is made a part of this Quitclaim Deed and all provisions of that Addendum are fully incorporated herein.

Exhibit F

TO HAVE AND TO HOLD the above described premises, subject to the exceptions, reservations, restrictions, covenants, and conditions herein set forth unto the GRANTEE forever.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed

this _____ day of _____ 2017.

UNITED STATES OF AMERICA

BY: _____
Cindy B. Finn

TITLE: Real Estate Contracting Officer

Signed and sealed in the presence of:

Notary Public

My commission expires:

Exhibit F

STATE OF TENNESSEE)
)
COUNTY OF ANDERSON)

Personally appeared before me, _____, a Notary Public of the State and County aforesaid, Cindy B. Finn, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the Realty Officer of the U.S. Department of Energy and is authorized as a representative of the U.S. Department of Energy, to execute this instrument on behalf of the United States of America.

Witness my hand this _____ day of _____, 2017.

(Notary's Signature)

Sworn to and subscribed before me this
_____ day of _____, 2017.

Notary Public, Tennessee

My Commission Expires:

Exhibit F

**EXHIBIT "A"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC**

SURVEY PLAT

Exhibit F

EXHIBIT "B"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

ALLOWABLE USES OF THE REAL PROPERTY

In accordance with the Environmental Assessment *Transfer of Land and Facilities within the East Tennessee Technology Park and Surrounding Area, Oak Ridge, Tennessee*, DOE/EA-1640, dated October 2011, industrial uses considered are the permitted principal uses and uses requiring a Board of Zoning Appeals permit in the City of Oak Ridge Zoning Ordinance for IND-1, IND-2, and IND-3, Industrial Districts. Additional commercial and recreational uses are those included in the Zoning Ordinance for UB-2, Unified General Business Districts.

These uses could include, but are not limited to, the following:

- Light to heavy processing, manufacturing, assembly, and fabrication plants, excluding slaughtering plants and paper or pulp mills.
- Public utility facilities with or without storage yards.
- Storage; wholesaling; distribution; warehousing, including shipping and freight terminals; and related facilities.
- Research and testing facilities, including renewable and advanced energy, industrial, and scientific research laboratories that include incidental pilot plant processing operations.
- Administrative, technical, and professional offices.
- Storage facilities for materials such as, but not limited to, salt, switch grass, other alternative fuel feedstocks, coal, coke, building material, sand, gravel, stone, lumber, and enclosed or open storage of construction contractors' equipment and supplies.
- Waste treatment facilities, including nonhazardous waste recycling centers, hazardous and mixed waste treatment for shipment to off-site storage and disposal facilities.
- Recycling operations, including those for radioactively contaminated materials and those associated with metal and other material treatment and processing. Bulk oil and gasoline storage or bulk storage of natural gas.
- Power plants, including renewable energy generation.
- Broadcasting, publishing, recording, and telecommunications.
- Food processing such as dairy products, bakery products, and beverage products (all activities are conducted in an enclosed building).
- Airports (additional NEPA review would be necessary).
- Commercial uses, including restaurants and service establishments such as: gas station/convenience store, bank, post office/mailing/shipping center, copying/printing, bulk cleaning and laundry, cold storage lockers, furniture and carpet warehouses, car washes, equipment and appliance repair, vehicle service centers etc.
- Public recreation uses such as parks, historic legacy interpretation, playgrounds, golf courses, athletic fields, and stadiums.

Exhibit F

EXHIBIT "C"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

OBLIGATION OF GRANTEE TO PROTECT ARCHAEOLOGICAL SITES AND
RESOURCES

No land-altering activity of any kind, including but not limited to digging or excavation, shall be allowed or conducted in any areas on which archaeological sites and resources are discovered subsequent to the transfer to the GRANTEE of the premises herein conveyed except as authorized in accordance with the following procedure:

The owner of record shall consult with the State of Tennessee Historic Preservation Officer to determine what measures are required to mitigate any adverse effects and shall carry out the agreed-upon mitigation plan. If the owner and Historic Preservation Officer are unable to agree upon a mitigation plan, the matter shall be referred to the Advisory Council on Historic Preservation in accordance with the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470-470w-6) and implementing regulations (36 CFR Part 800).

Exhibit F

EXHIBIT "D"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

CERCLA SECTION 120(h) REQUIREMENTS AND ASSURANCES

A. Based on a complete search of agency files, the GRANTOR provides notice that:

A contaminated groundwater plume has been identified in the subsurface of portions of the Former Powerhouse Area, Duct Island, and K-1007-P1 Pond Area. The volatile organic compounds (VOCs) trichloroethene (CASN 79-01-6), 1,2-dichloroethene (CASN 156-60-5), and vinyl chloride (CASN 75-01-4) have historically been detected above their respective maximum contaminant levels (MCLs) in wells and springs located within the Property. The metals antimony (CASN 7440-36-0), arsenic (CASN 7440-38-2), cadmium (CASN 7440-43-9), chromium (CASN 7440-47-3), lead (CASN 7439-92-1), selenium CASN 7782-49-2), and thallium (CASN 7440-28-0), and gross alpha radioactivity have been observed historically to exceed their respective MCLs in some wells in the western portion of the Property. However, filtered groundwater samples have not exceeded MCLs in recent samples, indicating the metals are not dissolved in the natural groundwater, but are associated with the suspended solids in the sample. The presence of VOCs (primarily suspected to be hazardous waste numbers F001 and F002), and historically metals, in groundwater is considered a release of a hazardous substance on the Property.

The deed (Exhibit D, Paragraph H, below) includes a prohibition for use of the groundwater, in any way, unless such use is approved in advance by the GRANTOR, the U.S. Environmental Protection Agency (EPA), and the Tennessee Department of Environment and Conservation (TDEC). Additional provisions are included to prevent inadvertent exposure to contaminated groundwater and/or any contamination that could possibly be present in the soils. Such provisions include requiring the GRANTEE to adhere to applicable Federal, State, and local laws with respect to any development of the Property (Condition 9). Further information on the nature and extent of groundwater contamination is contained in Section 4.3 of the Environmental Baseline Survey (EBS) Report issued in December 2016, which is incorporated by reference into this Quitclaim Deed as Exhibit F. Said Report shall be placed within the permanent historical realty audit files of the U.S. Department of Energy-Oak Ridge Office (DOE-ORO), within the GRANTOR's Oak Ridge Office Information Center, and within the GRANTEE'S realty records. The Oak Ridge Office of Environmental Management (OREM) plans to address the sources to the contaminated groundwater plumes at the site to ensure protection of human health and the environment. The decision for groundwater will be made through the CERCLA process. The ETPP Sitewide Record of Decision (ROD) will include groundwater and any needed remedial action to address contaminated groundwater in Zone 1.

Exhibit F

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

B. The GRANTOR warrants that any additional response action found to be necessary after the date of transfer for contamination on the property existing prior to the date of this transfer will be conducted by the United States. The obligation of the United States under this warranty will be limited to the extent that a response action is required by an act or omission of any GRANTEE which either a) introduces new contamination or b) increases the cost or scope of the required response action by negligently managing any contamination present on the property at the time of the initial transfer by the United States.

C. The GRANTOR reserves a right of access to all portions of the property for environmental investigation, remediation or other corrective action. In the event the GRANTOR must access the property, the GRANTOR must provide notice to and coordinate access with the GRANTEE or its successors and any authorized occupants of the property. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the GRANTEE or its successors, assignees, and tenants and shall be performed in a manner which minimizes, to the extent practicable, interruption with GRANTEE's activities on the property. The GRANTOR's right to access the property shall be exercisable in any case in which a response action or corrective action is found to be necessary by the GRANTOR or applicable regulatory authority after the date of conveyance of the property, or in which GRANTOR determines access is necessary to carry out a response action or corrective action on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to and coordination with the GRANTEE or the then-owner and any authorized occupant of the property) at the direction of the GRANTOR to enter upon the property and (1) conduct investigations and surveys, including but not limited to sample collection, drilling, data and record compilation, and other activities related to environmental investigation and (2) to carry out any other response and/or corrective actions as required or necessary under CERCLA and other applicable authorities, including but not limited to installation and operation of groundwater monitoring and/or restoration wells, and any treatment of hazardous substances or materials required under CERCLA and other applicable authorities.

D. The GRANTEE covenants that the property shall not be used or developed in a manner inconsistent with the land use assumptions of "industrial use" contained in approved applicable Records of Decision. The GRANTEE covenants that it will not at any time cause or allow any portion of the property to be used for any residential housing, any elementary or secondary school, or any child care facility or children's playground.

E. The GRANTEE covenants that it will not at any time cause or allow any other use or disturbance of any portion of the Property located more than 10 feet below ground surface (bgs) level, or 2 feet bgs over the underground electrical duct bank and the K-770 Scrap Metal Yard, without having first obtained authorization from DOE's Excavation/Penetration Permit Program. Disturbance of the soils at the K-720 Fly Ash Pile is prohibited unless approval is obtained from DOE, EPA, and TDEC.

Exhibit F

F. The GRANTEE covenants that it will not inhibit or hinder the GRANTOR from required remedial investigations, response actions, or oversight activities including, but not limited to, properly constructing, upgrading, operating, maintaining and monitoring any groundwater treatment facilities or groundwater monitoring on the property or adjoining property. Further, the GRANTEE covenants that it will not tamper with or willfully destroy any monitoring wells or other monitoring or remediation systems that may be located in the vicinity of the property.

G. The GRANTEE will not remove any signs placed by the GRANTOR that are required for regulatory compliance (e.g. CERCLA land use controls) and will also comply with the conditions as stated on such signs.

H. The GRANTEE covenants not to extract, consume, expose, or use in any way the groundwater underlying the property or water from any streams or ponds located on the property without the prior written approval of the GRANTOR, the United States Environmental Protection Agency and the Tennessee Department of Environment and Conservation.

I. The GRANTEE covenants and agrees that any buildings intended to be occupied by workers eight hours or more per scheduled work day or by public visitors will be designed and constructed to minimize exposure to volatile organic contaminant vapors using Section 8.2.3 of OSWER 9200.2-154 (June 2015), *OSWER Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air*, as guidance. The GRANTEE may seek a waiver of this covenant from the GRANTOR, the U.S. Environmental Protection Agency, and the Tennessee Department of Environment and Conservation based upon alternative commitments or new information. If such waiver is granted, the provisions of this covenant shall no longer apply. The scope of such waiver shall extend only to the building in question unless expressly stated otherwise in the waiver.

J. The GRANTOR shall submit on an annual basis, through established channels, appropriate budget requests to the Director of the Office of Management and Budget that adequately address those agreed upon schedules for investigation and completion of all necessary response actions required by the Federal Facility Agreement until such time that all necessary remedial action has been taken. The actual amount available for such activities is subject to congressional authorizations and appropriations.

K. When all response actions necessary to protect human health and the environment with respect to any substance remaining on the property on the date of transfer have been taken, the United States shall execute and deliver to the transferee an appropriate document containing a warranty that all such response actions have been taken.

L. After notice and coordination with the GRANTEE as set forth in Item C, above, any response actions taken by the GRANTOR will be in accordance with schedules developed and included in Appendix E and J of the Federal Facility Agreement for the Oak Ridge Reservation, approved by the GRANTOR, Region 4 of the Environmental Protection Agency, and the Tennessee Department of Environment and Conservation. The GRANTOR will take

Exhibit F

all necessary action to remediate the East Tennessee Technology Park (ETTP), including groundwater contamination where applicable. The schedules for the investigation and completion of all necessary response actions as approved by the appropriate regulatory agency addressing Zone 2 of ETTP, and the groundwater (to be addressed in the final Sitewide ROD), are set forth in the following milestones which are subject to adjustment through amendment pursuant to Chapter XVIII, *Scoping Work Priorities* of the Federal Facility Agreement:

Zone 1 Final Record of Decision

Interim Record of Decision – November 8, 2002

Final Record of Decision – September 2016

Completion of Remedial Action – April 2019

ETTP Sitewide Record of Decision

Final Record of Decision – projected 2019

Completion of Remedial Actions – TBD

Exhibit F

EXHIBIT "E"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

INDEMNIFICATION

I. Pursuant to 50 USC § 2811, indemnification is being provided to the GRANTEE and any successors, transferees, assignees, lenders or lessees.

A. Except as provided in Item I.B. and subject to Item II., DOE hereby holds harmless and indemnifies GRANTEE, successors, transferees, assignees, lenders, or lessees against any claim for injury to person or property that results from the release or threatened release of a hazardous substance or pollutant or contaminant as a result of Department of Energy activities at the defense nuclear facility on which the real property is located.

B. To the extent the persons and entities described In Item I.A. contributed to any such release or threatened release, Item I.A. shall not apply.

II. CONDITIONS

A. No indemnification on a claim for injury may be provided under Item I. unless the person or entity making a request for the indemnification:

1. notifies the Secretary of Energy [and the Field Office Manager] in writing within two years after such claim accrues;
2. furnishes to the Secretary [and the Field Office Manager, or such other DOE official as the Field Office Manager designates] copies of pertinent papers received by the person or entity;
3. furnishes to the Secretary [and the Field Office Manager, or such other DOE official as the Field Office Manager designates] evidence or proof of the claim;
4. provides, upon request by the Secretary [or the Field Office Manager, or such other DOE official as the Field Office Manager designates], access to the records and personnel of the person or entity for purposes of defending or settling the claim; and
5. begins action within six months after the date of mailing, by certified or registered mail, of notice of final denial of the claim by the Secretary.

Exhibit F

- B. For purposes of Items II.A.1., the date on which a claim accrues is the date on which the person asserting the claim knew (or reasonably should have known) that the injury to person or property referred to in Item I.A. was caused or contributed to by the release or threatened release of a hazardous substance, pollutant, or contaminant as a result of Department of Energy activities at the defense nuclear facility on which the real property is located.

III. AUTHORITY OF SECRETARY OF ENERGY

- A. In any case in which the Secretary of Energy determines that the Secretary may be required to indemnify a person or entity under these indemnification provisions for any claim for injury to person or property referred to in Item I.A., the Secretary may settle or defend the claim on behalf of that person or entity.
- B. In any case described in Item III.A., if the person or entity that the Secretary may be required to indemnify does not allow the Secretary to settle or defend the claim, the person or entity may not be indemnified with respect to that claim under these provisions.

IV. RELATIONSHIP TO OTHER LAW

Nothing within these provisions shall be construed as affecting or modifying in any way section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9620(h)).

V. DEFINITIONS

The definitions set forth in 50 U.S.C. § 2811 and 10 CFR 770.4 shall apply to the terms used in these provisions.

Exhibit F

**EXHIBIT "F"
TO QUITCLAIM DEED**

ENVIRONMENTAL BASELINE SURVEY REPORT

The Environmental Baseline Survey Report for the Former Powerhouse Area, Duct Island, and K-1007-P1 Pond Area was issued in December 2016, by the GRANTOR. Said Report is incorporated by reference to this Quitclaim Deed as noted in Exhibit D, Section A.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL
MANAGEMENT
AND
TENNESSEE VALLEY AUTHORITY**

This Memorandum of Understanding (MOU) is entered into between the United States Department of Energy (hereinafter "DOE") Oak Ridge Office of Environmental Management (hereinafter "OREM") and the Tennessee Valley Authority (hereinafter "TVA"), an executive branch corporate agency and instrumentality created by an act of Congress known as the Tennessee Valley Authority Act of 1933, as amended.

WHEREAS, TVA has numerous electric power transmission facilities located within DOE's Oak Ridge Reservation, as generally shown on the map attached as Exhibit A; and

WHEREAS, TVA has certain flowage easements located within OREM's area of responsibility on DOE's Oak Ridge Reservation, as generally shown on the map attached as Exhibit B (the Flowage Easements); and

WHEREAS, DOE has authority under 50 U.S.C. § 2811 to transfer real property at DOE defense nuclear facilities for the purpose of economic development; and

WHEREAS, certain parcels of the real property DOE proposes to transfer are located within its OREM area of responsibility on the DOE Oak Ridge Reservation across which TVA has electrical power transmission facilities and flowage easements; and

WHEREAS, DOE OREM and TVA desire to enter into this MOU to establish a process for supplementing existing permits for TVA's electrical power transmission facilities, the modification of certain TVA flowage easement rights within the OREM area of responsibility on the DOE Oak Ridge Reservation, and a process for the reservation of permanent easement rights for TVA's transmission lines and facilities when DOE transfers parcels within such area.

NOW, THEREFORE, TVA and DOE OREM agree as follows:

Article I - Commitments

1. DOE OREM and TVA will cooperate to supplement existing electric transmission line permits within the OREM area of responsibility on the DOE Oak Ridge Reservation, to include a defined width and the following rights:

the right to enter the said rights-of-way, to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, in, on, over, and across the rights-of-way, together with the right to clear said rights-of-way and keep the same clear of all trees, brush, buildings, signboards, billboards, stored personal property, and fire

hazards; and to remove any trees located beyond the limits of the rights-of-way which in falling could come within 10 feet of any transmission line structure or conductor; together with the rights of ingress and egress to said rights-of-way, at locations mutually agreed upon between Grantor (DOE) and Grantee (TVA), over the adjoining property. Provided, Grantee shall first notify Grantor's Authorized Representative of any buildings, signboards, billboards, stored personal property, or fire hazards encroaching upon the rights-of-way and allow Grantor a reasonable opportunity to remove said encroachments.

2. DOE OREM and TVA will cooperate to supplement existing electric transmission line permits within the OREM area of responsibility on the DOE Oak Ridge Reservation, to include the specifically defined access route or routes as generally shown on Exhibit C, attached hereto, provided DOE OREM may, from time to time, relocate such access route or routes by providing a comparable alternative means of access, with advance notice to and in coordination with TVA.
3. In consideration of the promises made hereunder of future actions by DOE OREM to help facilitate TVA's operation and maintenance of its transmission system on DOE OREM sites, TVA will execute and deliver to DOE OREM an instrument evidencing the modification of certain flowage easement rights located as shown on said Exhibit B to resolve existing encroachments and facilitate future development of the lands encumbered by the Flowage Easements. The instrument will be substantially in the form of Exhibit D, attached hereto.
4. DOE OREM will request persons or entities to which it transfers or conveys property to cooperate with TVA on the siting of future electrical transmission lines and facilities and access on such properties.
5. Prior to (or simultaneously with) the transfer or conveyance by DOE of the property or any portion thereof within the DOE OREM area of responsibility, affected by a TVA Permit, DOE will transfer (or cause to be transferred) to TVA the custody of such land rights as are necessary for TVA to operate and maintain its existing transmission facilities located within the lands to be transferred or conveyed by an instrument substantially in the form of Exhibit E, attached hereto, and include a reference to such instrument in DOE's deed substantially in the form of Exhibit F, attached hereto.
6. DOE OREM shall notify TVA as early as reasonably possible of its intention to pursue the transfer or conveyance of parcels within the OREM area of responsibility on the DOE Oak Ridge Reservation that are subject to TVA electric transmission line permits. DOE's Realty Officer shall coordinate its survey activities with TVA's survey personnel in order to identify the locations of any TVA transmission facilities within the property proposed to be transferred or conveyed. DOE's Realty Officer will produce a survey plat showing the final boundaries of the property to be transferred or conveyed together with the locations of the easement corridors to be transferred to TVA pursuant to Section 5 of this MOU. DOE does further agree to allow TVA an opportunity to review the survey plats prior to their finalization to ensure they conform with the terms of this MOU and adequately show the locations of the TVA easement corridors.

Article II – Effective Date, Termination and Modification

1. The effective date of this MOU shall be the date of its execution by the DOE OREM and TVA. Execution may be in counterparts with the effective date being the later of the date upon which DOE OREM or TVA executes the MOU.
2. This agreement or its termination shall not abridge or expand the rights of either DOE OREM or TVA, except as mentioned herein.
3. This MOU may be modified only by a written instrument executed by both parties.

Article III - Key Officials and Technical Representatives

A. Key Officials for DOE:

Cindy Finn, AD-412
Real Estate Contracting Officer
U.S. Department of Energy
Oak Ridge Office
200 Administration Road
Oak Ridge, Tennessee 37830
(865) 576-4431

John A. Mullis II, EM-90
Acting Manager, Oak Ridge Office of Environmental Management
U.S. Department of Energy
200 Administration Road
Oak Ridge, Tennessee 37830
(865) 576-0742

B. Key Officials for TVA:

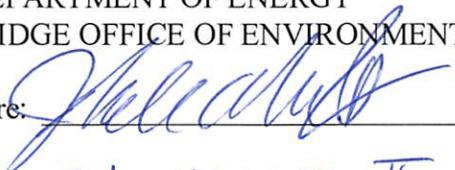
Jason Regg
Senior Manager, Transmission Right of Way
TVA
1101 Market Street, MR 5F-C
Chattanooga, Tennessee 37402
(423) 751-4081

Michael Nance
Manager, Transmission Right of Way, East Operations
TVA
1101 Market Street, MR 5F
Chattanooga, Tennessee 37402
(865) 673-2115; (423) 215-1004

Article IV - Signatures

IN WITNESS WHEREOF, the U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL MANAGEMENT has executed this MOU on the date set forth below:

U.S. DEPARTMENT OF ENERGY
OAK RIDGE OFFICE OF ENVIRONMENTAL MANAGEMENT

Signature:  _____

Name: J. A. MULLIS II

Title: Acting Manager, DREM

Date: 9/25/2017

IN WITNESS WHEREOF, the TENNESSEE VALLEY AUTHORITY has executed this MOU on the date set forth below:

TENNESSEE VALLEY AUTHORITY,

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A

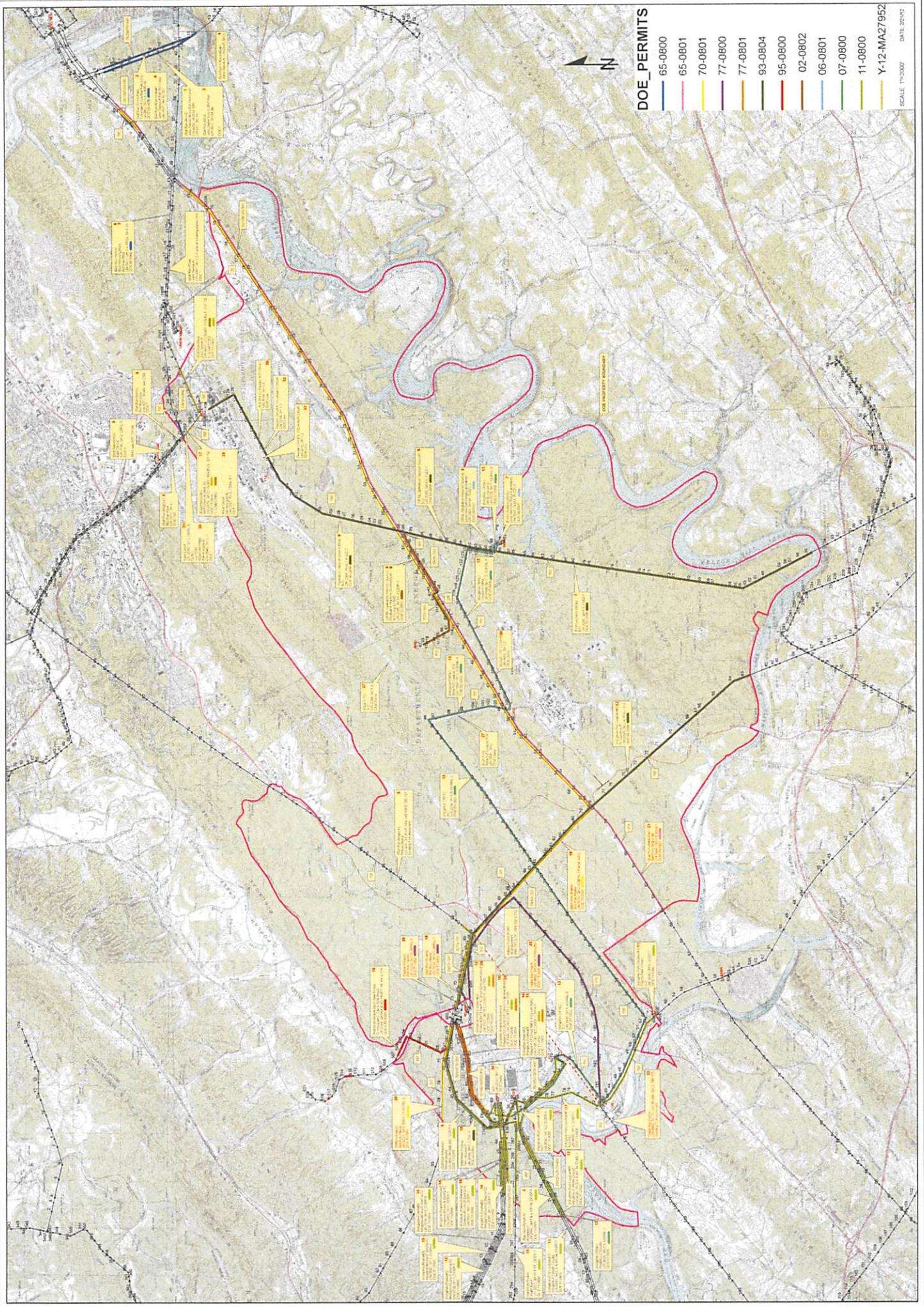


Exhibit B

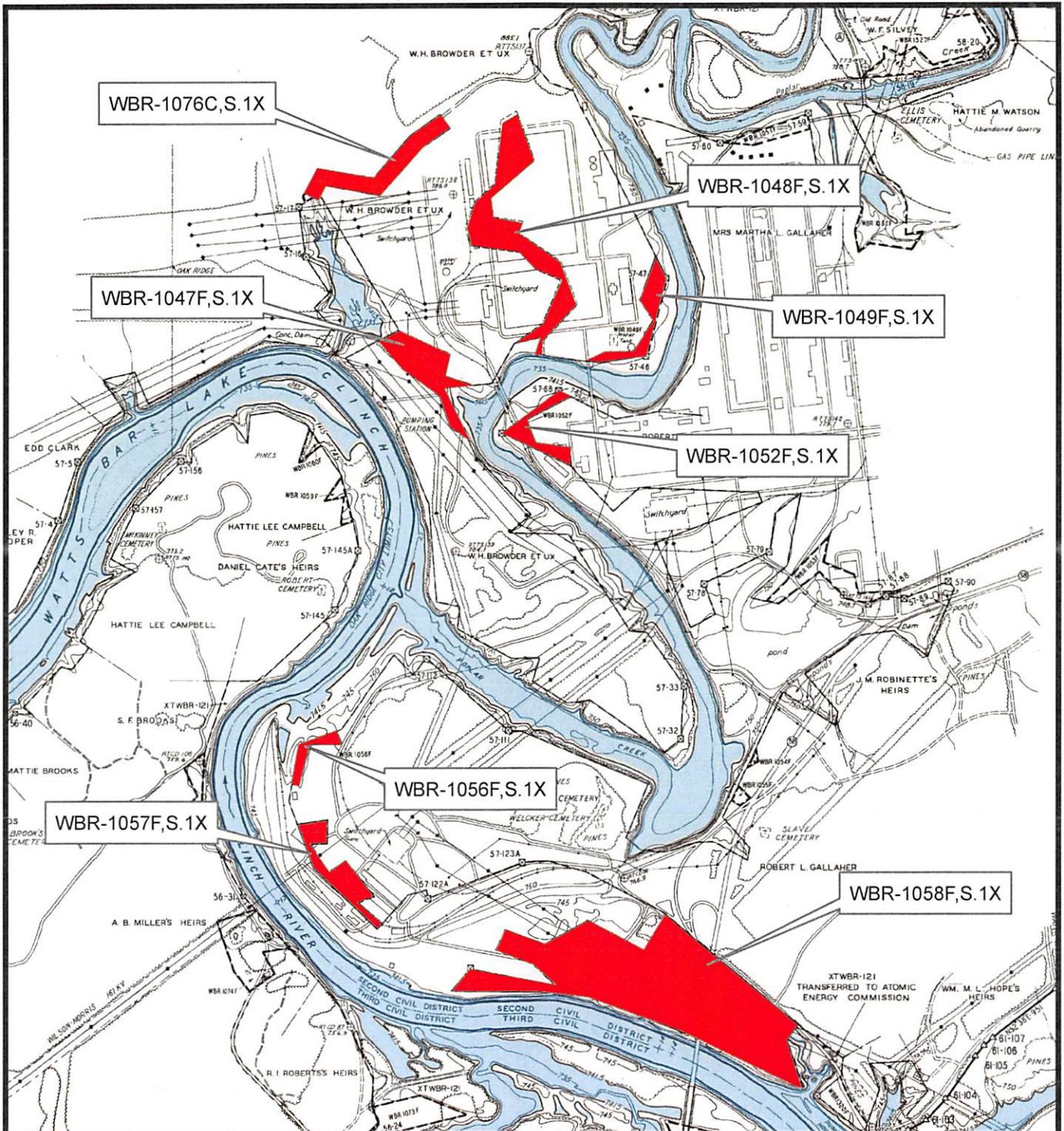


Exhibit Map

Department of Energy (275586)
 Deed Modification of Structural Profile
 Roane County, Tennessee
 Clinch River Mile 11.5B - 14.3B

Map Reference:
 C/D Stage: 57D
 Quad: 130NW

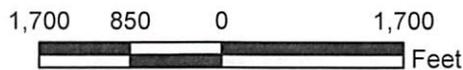
 Deed Modification Location
 (Approx. 131.7 acres)

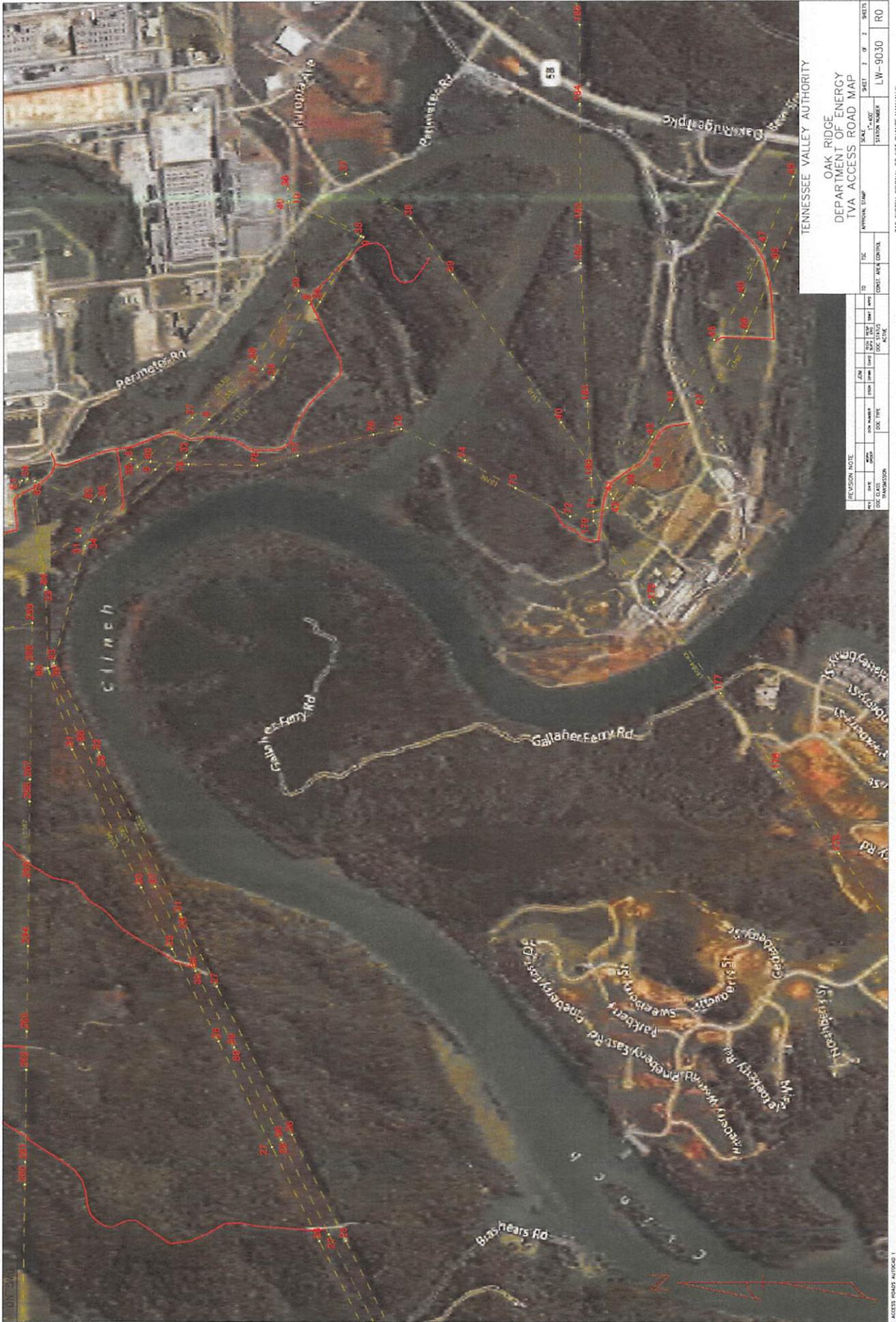


Natural Resources

January 04, 2016

Watts Bar Reservoir





Prepared by:

Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
Telephone: 1-888-817-5201

TVA TRACT NOS. WBR-1047F, S.1X, WBR-1048F, S.1X,
WBR-1049F, S.1X, WBR-1052F, S.1X,

WBR-1056F, S.1X, WBR-1057F, S.1X
and WBR-1058F, S.1X

MODIFICATION
OF
ACQUIRED FLOWAGE EASEMENT RIGHTS

THIS INSTRUMENT, made and entered into as of the _____ day of _____, 2017, by and between the UNITED STATES OF AMERICA (sometimes hereinafter referred to as "USA"), acting by and through its authorized agent, the TENNESSEE VALLEY AUTHORITY (sometimes hereinafter referred to as "TVA"), an executive branch corporate agency and instrumentality of the United States of America created by the Tennessee Valley Authority Act of 1933, as amended, and the UNITED STATES OF AMERICA, acting by and through the Department of Energy (DOE) under and pursuant to the powers and authority contained in Section 161g of the Atomic Energy Act of 1954, as amended (42 U.S.C. Section 2011, et seq.) ("Landowner").

W I T N E S S E T H:

WHEREAS, USA acquired in the custody of TVA certain flowage easement rights to several tracts of land designated in the TVA land records as TVA Tract Nos. WBR-1047F, WBR-1048F, and WBR-1049F, by virtue of a Grant of Easements dated May 8, 1941, of record in Deed Book S-5, page 175, and TVA Tract Nos. WBR-1052F, WBR-1056F, WBR-1057F and WBR-1058F, by virtue of a Grant of Flowage Easement dated May 22, 1941, of record in Deed Book S-5, page 332; both in the office of the Register for Roane County, Tennessee; and

WHEREAS, by virtue of said grant the USA acquired in the custody of TVA the following permanent rights and easements on and over said land: (1) the right to overflow, flood, and/or cover the land with the flood, slack, or backwater created by the erection and operation of the Watts Bar Dam across the Tennessee River; (2) the right to enter upon said land and do such clearance, drainage, and other work on said land as in the discretion of USA may be necessary to carry out an adequate program for malaria control, including the maintenance of necessary patrols and application of larvicides; and (3) the right to remove and keep removed from said land all buildings and structures except fences and to restrict the use of said land to agricultural purposes.

WHEREAS, Landowner claims present ownership, of the underlying fee simple interest in and to a portion of the land affected by TVA Tract Nos. WBR-1047F, WBR-1048F and WBR-1049F, by virtue of a Judgment On Declaration Of Taking No. 33, entered on January 1, 1944, in the United States District Court, Eastern District, Northern Division, State of Tennessee, Civil Action No. 429, styled United States of America v. 56,200 acres of land in Roane and Anderson Counties, Tennessee and Ed C. Browder, et al., of record in Deed Book A-6, page 456 and TVA Tract Nos. WBR-1052F, WBR-1056F, WBR-1057F and WBR-1058F, by virtue of a Judgment On Declaration Of Taking No. 19, entered on February 23, 1943, in the United States District Court, Eastern District, Northern Division, State of Tennessee, Civil

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Action No. 429, styled United States of America v 56,200 acres of land, more or less, situated in Roane and Anderson Counties, Tennessee, and Ed C. Browder, et al., both in the office of the Register of Roane County, Tennessee; and

WHEREAS, Landowner and TVA have entered into a Memorandum of Understanding dated _____ (MOU) wherein Landowner and TVA have committed to providing certain real property rights to each other, including, among other things, the USA, acting through TVA, to partially abandon easement right (1) and fully abandon easement rights (2) and (3) referenced above insofar as they affect said TVA Tract Nos. WBR-1047F, WBR-1048F, WBR-1049F, WBR-1052F, WBR-1056F, WBR-1057F and WBR-1058F as described in Exhibit A, which is attached hereto and made a part hereof (the "Modification Area"), the USA, acting through TVA, to abandon certain easement rights affecting TVA Tract No. WBR-1076C, Landowner to transfer the possession and control of certain flowage easement rights affecting TVA Tract No. WBR-1076C to TVA, and for Landowner to transfer possession and control of certain transmission line easement rights and permanent rights-of-way to TVA; and

WHEREAS, TVA's Chief Executive Officer, as designee of the TVA Board of Directors, has declared that neither the USA nor TVA has any further need for nor any intention of making any further use of the easement rights referenced above insofar as they affect the Modification Area.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, with the recitals above specifically incorporated by reference herein,

(A) the USA, acting through TVA, does hereby declare that it has abandoned all present use of and does hereby waive, abandon, and extinguish the following specific easement rights in the custody of TVA affecting TVA Tract Nos. WBR-1047F, WBR-1048F, WBR-1049F, WBR-1052F, WBR-1056F, WBR-1057F and WBR-1058F: 1) (identified as easement right 2 above) the right to enter upon said land and do such clearance, drainage, and other work on said land as in the discretion of USA may be necessary to carry out an adequate program for malaria control, including the maintenance of necessary patrols and application of larvicides; and 2) (identified as easement right 3 above) the right to remove and keep removed from said land all buildings and structures except fences and to restrict the use of said land to agricultural purposes; only insofar as such easement rights pertain to the Modification Area; and

(B) the USA, acting through TVA, does hereby declare that it has partially abandoned all present use of and does hereby partially waive, abandon, and extinguish the following specific easement rights in the custody of TVA affecting TVA Tract Nos. WBR-1047F, WBR-1048F, WBR-1049F, WBR-1052F, WBR-1056F, WBR-1057F and WBR-1058F: 1) (identified as easement right 1 above) the right to overflow, flood, and/or cover the land with the flood, slack, or backwater created by the erection and operation of the Watts Bar Dam across the Tennessee River; The USA for itself and for the benefit of TVA specifically retain easement right (1) to the following extent: the right to permanently flood any portion of TVA Tract No. WBR-1047F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1047F lying below the 751.5-foot msl contour elevation, including those areas which have been filled to or above the 751.5-foot msl contour elevation; the right to permanently flood any portion of TVA Tract No. WBR-1048F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1048F lying below the 754.1-foot msl contour elevation, including those areas which have been filled to or above the 754.1-foot msl contour elevation; the right to permanently flood any portion of TVA Tract No. WBR-1049F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1049F lying below the 751.9-foot msl contour elevation, including those areas which have been filled to or above the 751.9-foot msl contour elevation; the right to permanently flood any portion of TVA Tract No. WBR-1052F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1052F lying below the 751.5-foot msl contour

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elevation, including those areas which have been filled to or above the 751.5-foot msl contour elevation; the right to permanently flood any portion of TVA Tract No. WBR-1056F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1056F lying below the 751.6-foot msl contour elevation, including those areas which have been filled to or above the 751.6-foot msl contour elevation; the right to permanently flood any portion of TVA Tract No. WBR-1057F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1057F lying below the 751.8-foot msl contour elevation, including those areas which have been filled to or above the 751.8-foot msl contour elevation; and the right to permanently flood any portion of TVA Tract No. WBR-1058F lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1058F lying below the 752.7-foot msl contour elevation, including those areas which have been filled to or above the 752.7-foot msl contour elevation; and Landowner, for itself, its successors, and assigns, covenants and agrees that neither the USA nor TVA shall be responsible for any damages incurred as a result thereof. It is a condition of this instrument that all of the rights, reservations, restrictions, covenants, and conditions of the instrument of conveyance of flowage easement rights first above referenced shall be and remain in full force and effect except as specifically provided herein.

In the event DOE does not complete its commitment to transfer to TVA the custody of certain land rights as are necessary for TVA to operate its transmission facilities as provided in the MOU, TVA reserves the right to exercise any or all of the easement rights modified herein as if this Modification had never been made. Upon any partial or full completion of DOE's commitment in the MOU, TVA shall provide to DOE written acknowledgment of its partial or full completion of the commitment and, if requested by DOE, shall prepare and record a document acknowledging such partial or full completion.

Landowner, by joining in the execution hereof, hereby covenants and agrees on behalf of itself, and its successors and assigns, that the following shall constitute real covenants which shall attach to and run with the Modification Area, and which shall also be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession:

1. To the extent legally able to do so, Landowner hereby covenants and agrees to indemnify the USA and TVA and their respective agents, servants, and employees against and save them harmless from all claims, damages, demands, actions, costs, and charges to which they or either of them may be subject or which they or either of them may have to pay by reason of any injury to any person or property, or loss of life or property suffered or sustained by any person whomsoever, resulting from or in any way connected with the condition or use of the Modification Area, including any means of ingress thereto or egress therefrom, except liability for personal injuries, property damage, or loss of life or property caused by the sole negligence of the USA or TVA. It is understood and agreed that the hold harmless but not the indemnity obligation of Landowner in the preceding sentence shall apply as between DOE and TVA.
2. The USA and TVA do not warrant or represent that the land affected by TVA Tract Nos. WBR-1047F, WBR-1048F, WBR-1049F, WBR-1052F, WBR-1056F, WBR-1057F and WBR-1058F is safe, healthful, or suitable for the purpose for which it is permitted to be used under the provisions hereof or free from flooding, and Landowner hereby covenants and agrees for itself, its successors, and assigns, that the use and maintenance of this property and any improvements placed thereon are at their sole risk.
3. Landowner further covenants and agrees for itself, its successors, and assigns, that they shall not place, build, or maintain any structures or facilities including fill below: elevation 751.5-foot msl for TVA Tract No. WBR-1047F; elevation 754.1-foot msl for TVA Tract No. WBR-1048F; elevation 751.9-foot msl for TVA Tract No. WBR-1049F;

elevation 751.5-foot msl for TVA Tract No. WBR-1052F; elevation 751.6-foot msl for TVA Tract No. WBR-1056F; elevation 751.8-foot msl for TVA Tract No. WBR-1057F; and elevation 752.7-foot msl for TVA Tract No. WBR-1058F; without first obtaining TVA written approval of plans for such structure or facility, as required under Section 26a of the Tennessee Valley Authority Act of 1933, as amended, and in accordance with established procedures. Nothing in this instrument shall be construed as constituting or evidencing such approval by TVA. All structures, facilities, and/or equipment subject to flood damage must be located at or floodproofed; to elevation 751.5-foot msl for TVA Tract No. WBR-1047F; to elevation 754.1-foot msl for TVA Tract No. WBR-1048F; to elevation 751.9-foot msl for TVA Tract No. WBR-1049F; to elevation 751.5-foot msl for TVA Tract No. WBR-1052F; to elevation 751.6-foot msl for TVA Tract No. WBR-1056F; to elevation 751.8-foot msl for TVA Tract No. WBR-1057F; and to elevation 752.7-foot msl for TVA Tract No. WBR-1058F.

It is the intention of TVA and DOE that the flowage easement rights, as modified herein, shall remain in the custody of TVA and shall not merge with the fee simple interest in the Modification Area held in the custody of DOE. In the event that DOE transfers or conveys the fee simple interest in the Modification Area, such instrument of transfer or conveyance shall expressly state that it is subject to the flowage easement rights held in the custody of TVA.

IN WITNESS WHEREOF, UNITED STATES OF AMERICA, acting by and through the Department of Energy, as Landowner, has caused this instrument to be executed this _____ day of _____, 2017, and 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, by its authorized officer as of the date first above written.

UNITED STATES OF AMERICA
By Department of Energy

Name, Title

STATE OF TENNESSEE)
) SS
COUNTY OF ANDERSON)

Before me personally appeared _____, as _____, known to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she is the _____ Officer of the UNITED STATES DEPARTMENT OF ENERGY and as the authorized representative of the UNITED STATES DEPARTMENT OF ENERGY, executed and delivered the same as their free act and deed on the day and year therein mentioned.

WITNESS my hand and seal of office this _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____

09/22/2017

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

AARON B. NIX
Senior Manager
Realty Services and GIS

STATE OF TENNESSEE)
) SS
COUNTY OF HAMILTON)

On the ____ day of _____, 2017, before me appeared AARON B. NIX to me personally known, who, being by me duly sworn, did say that he is the Senior Manager, Realty Services and GIS of the TENNESSEE VALLEY AUTHORITY, a corporation, and that said instrument was signed, and delivered on behalf of said corporation, by authority of its Board of Directors, and as legal agent for the UNITED STATES OF AMERICA; and said AARON B. NIX acknowledged said instrument to be the free act and deed of the UNITED STATES OF AMERICA, as principal, and the TENNESSEE VALLEY AUTHORITY, as its agent.

WITNESS my hand and official seal of office in Chattanooga, Tennessee, on the day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

The names and addresses of the authorized representatives of the owner of the aforescribed land are:

09/22/2017

FEE OWNER:

**Department of Energy
c/o Real Estate Contracting Officer
Post Office Box 2001
Oak Ridge, Tennessee 37831**

USA/TVA:

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

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AFFIDAVIT OF VALUE

STATE OF TENNESSEE)
) SS
COUNTY OF ROANE)

The undersigned hereby offers this instrument for recording within the meaning of the statutes of the State of Tennessee under Tennessee Code Annotated, Section 67-5-203(a)(1), and hereby swears and affirms that the actual consideration for this modification is TAX EXEMPT, which amount is equal to or greater than the amount which the rights conveyed would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me this _____ day of _____, 2017.

Title: _____

My Commission Expires: _____

TVA Tract Nos. WBR-1047F, S.1X, WBR-1048F,S.1X
WBR-1049F, S.1X, WBR-1052, S.1X
WBR-1056F, S.1X, WBR-1057F, S.1X
and WBR-1058, S.1X

EXHIBIT A
WATTS BAR RESERVOIR

WBR-1047F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately downstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a 10 inch red oak tree, (Coordinates: N. 568,188; E. 2,472,872), in a fence line, a corner of the lands of Lottie G. Shelton, and W. H. Browder, et ux; thence S. 26° 34' E., 2509 feet to a point; thence S. 14° 16' W., 958 feet to a point; thence S. 82° 07' W., 561 feet to a point; thence N. 83° 26' W., 795 feet to a point, thence N. 17° 35' E., 212 feet to a point; thence S. 76° 30' W., 317 feet to a point; thence S. 30° 15' W., 544 feet to a point; thence S. 83° 43' W., 230 feet to a point, the said point being the point of beginning; thence with a severance line S. 83° 43' W., 355 feet to a point; thence S. 26° 37' E., 705 feet to a point; thence N. 55° 00' W., 300 feet to a point; thence N. 18° 00' W., 385 feet to a point; thence N. 54° 00' W., 555 feet (bearing and distance both approximate) to a point; thence N. 40° 00' W., 440 feet to a point; thence N. 62° 30' E., 280 feet to a point (Coordinates: N. 565,318; E. 2,470,766) ; thence S. 65° 00' E., approximately 675 feet to a point; thence S. 13° 00' W., approximately 275 feet to a point; thence S. 73° 00' E., 360 feet to the point of beginning, and containing 10.0 acres, more or less.

The coordinates and bearings given in the above descriptions are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The region for this coordinate system is at Latitude 34° 40' N., and Longitude 86° 00' W, and has been assigned a value of x = 2000,000 feet and y = 100,000 feet.

continued EXHIBIT A (page 2)
WATTS BAR RESERVOIR

WBR-1048F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately downstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a 10 inch red oak tree (Coordinates: N. 568,188; E. 2,472,872) in a fence line, a corner of the lands of Lottie G. Shelton, and W. H. Browder, et ux; thence, S. 26° 34' E., 2509 feet to a point; thence S. 14° 16' W., 958 feet to a point; thence S. 82° 07' W., 561 feet to a point; thence N. 83° 26' W., 710 feet to a point, the said point being the point of beginning;

Thence with a severance line N. 83° 26' W., 85 feet to a point; thence N. 17° 35' E., 212 feet to a point; thence S. 76° 30' W., 317 feet to a point; thence N. 55° 00' E., 410 feet to a point; thence N. 24° 00' E., 575 feet to a point; thence N. 68° 00' W., 350 feet to a point; thence N. 44° 00' W., 280 feet to a point; thence N. 82° 00' W., 580 feet to a point; thence N. 15° 00' W., 225 feet to a point; thence N. 20° 00' E., 315 feet to a point; thence N. 48° 00' E., 330 feet to a point; thence N. 6° 00' E., 740 feet to a point; thence N. 50° 00' E., 210 feet to a point; thence S. 20° 00' E., approximately 600 feet to a point; thence S. 49° 00' W., approximately 685 feet to a point; thence S. 4° 00' E., 235 feet to a point; thence S. 81° 00' E., 365 feet to a point; thence S. 22° 00' W., 140 feet to a point; thence S. 56° 00' E., 610 feet to a point; thence S. 21° 00' E., 550 feet to a point; thence S. 43° 00' W., 590 feet to a point; thence S. 2° 00' W., 170 feet to the point of beginning, and containing 19.4 acres, more or less.

The coordinates and bearings given in the above descriptions are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The region for this coordinate system is at Latitude 34° 40' N., and Longitude 86° 00' W, and has been assigned a value of $x = 2000,000$ feet and $y = 100,000$ feet.

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continued EXHIBIT A (page 3)
WATTS BAR RESERVOIR

WBR-1049F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately downstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a 10inch red oak tree (Coordinates: N. 568,188; E. 2,472,872) in a fence line, a corner of the lands of Lottie G. Shelton, and W. H. Browder, et ux; thence S. 26° 34' E., 2239 feet to a point; the said point being the point of beginning;

thence with a severance line S. 26° 34' E., 270 feet to a point; thence S. 14° 16' W., 958 feet to a point; thence S. 82° 07' W., 561 feet to a point; thence N. 83° 26' W, 160 feet to a point; thence N. 64° 00' E., 235 feet to a point; thence N. 88° 00' E., 350 feet to a point; thence N. 33° 00' E., 430 feet (bearing and distance both approximate) to the point; thence N. 33° 00' W., 290 feet to a point; thence N. 21° 00' E, 535 feet to the point of beginning, and containing 5.1 acres, more or less.

The coordinates and bearings given in the above descriptions are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The region for this coordinate system is at Latitude 34° 40' N., and Longitude 86° 00' W, and has been assigned a value of $x = 2000,000$ feet and $y = 100,000$ feet.

09/22/2017

continued EXHIBIT A (page 4)
WATTS BAR RESERVOIR

WBR-1052F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately upstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a 14 inch white oak tree, a corner of the lands of Mrs. Martha L. Gallaher, and Robert L. Gallaher; thence with the common boundary line between the lands of Mrs. Martha L. Gallaher, and Robert L. Gallaher, S. 83° 00' E., 115 feet to a point; thence leaving the said common boundary line, S. 79° 56' W., 532 feet to a point; thence N. 54° 45' W., 626 feet to a point; the said point being the point of beginning;

thence with a severance line S. 62° 00' W., approximately 590 feet to a point; thence S. 20° 00' E., approximately 300 feet to a point; thence S. 83° 00' E., 430 feet to a point; thence S. 4° 00' W, 200 feet to a point; thence N. 65° 38' W., 907 feet to a point; thence N. 53° 45' E., 856 feet to a point; thence S. 64° 45' E., 150 feet to the point of beginning, and containing 4.3 acres, more or less.

The bearings given in the above description are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The central meridian for this coordinate system is located at Longitude 86° 00' W.

09/22/2017

continued EXHIBIT A (page 5)
WATTS BAR RESERVOIR

WBR-1056F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately upstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a gum stump at an angle in the common boundary line between the lands of the J. M. Robinette Heirs, and Robert L. Gallaher; thence N. 58° 04' W., 735 feet to a point on the east side of a county road; thence along the road S. 26° 05' W., 1656 feet to a point, thence, leaving the road, S. 41° 32' E., 492 feet to a point; thence S. 10° 16' W., 151 feet to a point; thence N. 60° 20' W., 471 feet to a point; thence S. 84° 44' W., 240 feet to a point at a county road; thence S. 72° 24' W., 327 feet to a point, thence S. 85° 28' W., 165 feet to a point, thence N. 66° 48' W., 99 feet to a point; thence S. 79° 42' W., 78 feet to a point; thence N. 49° 03' W., 220 feet to a point; thence N. 22° 13' E., 696 feet to a point; thence N. 68° 07' W., 1655 feet to a point; thence N. 84° 50' W., 167 feet to a point; thence N. 48° 52' W., 1312 feet to a point; thence S. 40° 05' W., 264 feet to a point; thence N. 43° 12' W., 339 feet to a point; thence S. 35° 33' W., 1099 feet to a point; thence S. 69° 12' W., 50 feet to a point, the said point being the point of beginning; thence with a severance line S. 22° 00' E., 175 feet to a point; thence N. 89° 00' W., approximately 390 feet to a point; thence S. 14° 00' W., approximately 520 feet to a point; thence N. 67° 00' W., 95 feet to a point; thence N. 10° 25' E., 474 feet to a point; thence N. 69° 12' E., 485 feet to the point of beginning, and containing 2.4 acres, more or less.

NOTE: The bearings given in the above description are based on the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The central meridian for this coordinate system is located at Longitude 86° 00' W.

09/22/2017

continued EXHIBIT A (page 6)
WATTS BAR RESERVOIR

WBR-1057F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately upstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a point in a county road and in the center line of a drain, an angle in the common boundary line between the lands of Robert L. Gallaher and the Wm. M. L. Hope Heirs; thence with the common boundary between the lands of Robert L. Gallaher, and the Wm. M. L. Hope Heirs N. 63° 00' E., 140 feet to a point (Coordinates: N. 556,615; E. 2,476,130); thence, leaving the said common boundary line, N. 53° 33' W., 656 feet to a point; thence S. 37° 44' W., 224 feet crossing a county road at approximately 50 feet, to a point; thence S. 18° 11' E., 593 feet to a point; thence S. 82° 42' W., 39 feet to a point; thence N. 64° 36' W., 1571 feet to a point; thence N. 70° 13' W., 1220 feet to a point, thence N. 84° 24' W., 595 feet to a point; thence N. 89° 40' W., 1042 feet to a point; thence N. 39° 36' E., 345 feet to a point; thence S. 79° 25' E., 1061 feet to a point; thence N. 48° 44' W., 369 feet to a point; thence N. 68° 53' W., 480 feet to a point; thence N. 24° 13' E., 273 feet to a point; thence S. 70° 36' E., 509 feet to a point; thence N. 61° 44' E., 599 feet to a point; thence S. 62° 31' E., 750 feet to a point; thence N. 30° 51' E., 492 feet, crossing a county road at approximately 440 feet, to a point; thence N. 62° 22' W., 1087 feet, crossing a county road at approximately 790 feet, to a point; thence N. 74° 21' W., 463 feet to a point; thence S. 86° 40' W., 311 feet to a point; thence S. 69° 39' W., 1214 feet to a point; thence N. 16° 16' W., 100 feet to a point; thence S. 74° 26' W., 227 feet to a point; thence S. 42° 24' W., 457 feet to a point, the said point being the point of beginning; thence with a severance line S. 42° 24' W., 90 feet to a point; thence N. 47° 01' W., 1067 feet to a point; thence N. 19° 45' W., 552 feet to a point; thence N. 83° 00' E., 360 feet to a point; thence S. 1° 00' W., 265 feet to a point; thence S. 88° 00' W., 200 feet to a point; thence S. 34° 00' E., approximately 405 feet to a point; thence N. 56° 00' E., approximately 245 feet to a point; thence S. 39° 00' E., 555 feet to a point; thence S. 69° 00' W., 210 feet to a point; thence S. 50° 00' E., 375 feet to the point of beginning, and containing 6.9 acres, more or less.

NOTE: The coordinates and bearings given in the above description are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The origin for this coordinate system is at Latitude 34° 40' N., and has been assigned a value of x = 2,000,000 feet and y = 100,000 feet.

09/22/2017

continued EXHIBIT A (page 7)
WATTS BAR RESERVOIR

WBR-1058F

A portion of a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately upstream from the mouth of Poplar Creek, the said portion being more particularly described as follows:

Commencing at a point in the center line of a county road and in the center line of a branch, an angle in the common boundary line between the lands of Robert L. Gallaher and the Wm. M. L. Hope Heirs; thence with the common boundary between the lands of Robert L. Gallaher, and the Wm. M. L. Hope Heirs N. 63° 00' E., 140 feet to a point (Coordinates: N. 556,615; E. 2,476,130); thence, leaving the said boundary line, N. 53° 33' W., 656 feet to a point; the said point being the point of beginning; thence with a severance line S. 37° 44' W., 224 feet crossing a county road at approximately 54 feet to a point; thence S. 18° 11' E., 593 feet to a point; thence S. 82° 42' W., 39 feet to a point, thence N. 64° 36' W., 1571 feet to a point, thence N. 70° 13' W., 1220 feet to a point; thence N. 84° 24' W., 595 feet to a point; thence N. 89° 40' W., 1042 feet to a point; thence N. 39° 36' E., 345 feet to a point; thence S. 79° 25' E., 1061 feet to a point; thence N. 48° 44' W., 369 feet to a point; thence N. 68° 53' W., 480 feet to a point; thence N. 24° 13' E., 273 feet to a point; thence S. 70° 36' E., 509 feet to a point; thence N. 61° 44' E., 599 feet to a point; thence S. 62° 31' E., 750 feet to a point; thence N. 30° 51' E., 492 feet crossing a county road at approximately 442 feet to a point; thence along the road S. 50° 30' E., 2095 (bearing and distance both approximate) to the point of beginning, and containing 73.8 acres, more or less subject to such rights as may be vested in the county to a road which affects approximately 0.7 acres.

NOTE: The coordinates and bearings given in the above description are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The origin for this coordinate system is at Latitude 34° 40' N., and Longitude 86° 00' W., and has been assigned a value of $x = 2,000,000$ feet and $y = 100,000$ feet.

Prepared by:

Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
Telephone: 1-888-817-5201

TVA TRACT NO. WBR-1076C, S.1X

MODIFICATION
OF
ACQUIRED FLOWAGE EASEMENT RIGHTS
AND TRANSFER OF ADDITIONAL FLOWAGE EASEMENT RIGHTS

THIS INSTRUMENT, made and entered into as of the _____ day of _____, 2017, by and between the UNITED STATES OF AMERICA (sometimes hereinafter referred to as "USA"), acting by and through its authorized agent, the TENNESSEE VALLEY AUTHORITY (sometimes hereinafter referred to as "TVA"), an executive corporate agency and instrumentality of the United States of America created by the Tennessee Valley Authority Act of 1933, as amended, and UNITED STATES OF AMERICA, acting by and through the Department of Energy (DOE) under and pursuant to the powers and authority contained in Section 161g of the Atomic Energy Act of 1954, as amended (42 U.S.C. Section 2011, et seq.) ("Landowner").

W I T N E S S E T H:

WHEREAS, USA acquired in the custody of TVA certain flowage easement rights to a tract of land designated in the TVA land records as TVA Tract No. WBR-1076C by virtue of a Grant of Easements dated May 8, 1941, of record in Deed Book S-5, page 175, in the Register of Roane County, Tennessee; and

WHEREAS, by virtue of said grant the USA acquired in the custody of TVA the following permanent rights and easements on and over a said land: (1) a permanent easement and right to enter upon said TVA Tract No. WBR-1076C for the purpose of clearing that portion of the same below elevation 741.5 (m.s.l.) and keeping the same cleared of all timber, brush, undergrowth, and other objectionable obstructions, and also to cut such timber as is necessary in connection with digging of ditches and dispensing with spoil, and also to cut such brush as is necessary in the furtherance of malaria control; (2) a permanent easement and right to enter upon the land and do all work necessary in connection with the digging, excavating, constructing, and maintenance of drainage ditches, including the right to deposit on said land, the dirt, sand, rock, or other natural waste material resulting from said digging, excavating, and maintenance; (3) a permanent easement and right to enter upon said land and do such work, as in the discretion of TVA, may be necessary in the furtherance of malaria control; and (4) such permanent rights of ingress and egress to and from, over and across the adjoining lands of the owner of the Grant of Easements referenced above as may be necessary to permit entry upon said TVA Tract No. WBR-1076C for the purpose of exercising any and all of the easement rights as referenced herein.

WHEREAS, Landowner claims present ownership, of the underlying fee simple interest in and to a portion of the land affected by TVA Tract No. WBR-1076C, by virtue of a Judgment On Declaration Of Taking No. 33, entered on January 1, 1944, in the United States District Court, Eastern District, Northern Division, State of Tennessee, Civil Action No. 429, styled United States of America v 56,200 acres of land in Roane and Anderson Counties, Tennessee and Ed C. Browder, et al., of record in Deed Book A-6, page 455, in the office of the Register of Roane County, Tennessee; and

WHEREAS, Landowner and TVA have entered into a Memorandum of Understanding dated _____ (MOU) wherein Landowner and TVA have committed to providing certain real property rights to each other, including among other things, the USA acting through TVA to abandon easement rights (1), (2), (3) and (4) referenced above insofar as they affect said TVA Tract No. WBR-1076C and such permanent rights of ingress and egress as referenced in (4) above, as described in Exhibit A, which is attached hereto and made a part hereof (the "Modification Area"), Landowner to transfer the possession and control of certain flowage easement rights affecting TVA Tract No. WBR-1076C to TVA, the USA, acting through TVA, to abandon certain easement rights affecting TVA Tract Nos. WBR-1047F, WBR-1048F, WBR-1049F, WBR-1052F, WBR-1056F, WBR-1057F, and WBR-1058F, and for Landowner to transfer possession and control of certain transmission line easement rights and permanent rights-of-way to TVA; and

WHEREAS, TVA's Chief Executive Officer, as designee of the TVA Board of Directors, has declared that neither the USA nor TVA has any further need for nor any intention of making any further use of the easement rights referenced above insofar as they affect the Modification Area.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, with the recitals above specifically incorporated by reference herein,

(A) the USA acting through TVA does hereby declare that it has abandoned all present use of and does hereby waive, abandon, and extinguish the following specific easement rights in the custody of TVA affecting TVA Tract No. WBR-1076C: 1) (identified as easement right 1 above) a permanent easement and right to enter upon said TVA Tract No. WBR-1076C for the purpose of clearing that portion of the same below elevation 741.5 (m.s.l.) and keeping the same cleared of all timber, brush, undergrowth, and other objectionable obstructions, and also to cut such timber as is necessary in connection with digging of ditches and dispensing with spoil, and also to cut such brush as is necessary in the furtherance of malaria control ; 2) (identified as easement right 2 above) a permanent easement and right to enter upon the land and do all work necessary in connection with the digging, excavating, constructing, and maintenance of drainage ditches, including the right to deposit on said land, the dirt, sand, rock, or other natural waste material resulting from said digging, excavating, and maintenance; 3) (identified as easement right 3 above) a permanent easement and right to enter upon said and do such work, as in the discretion of TVA, may be necessary in the furtherance of malaria control; and 4) (identified as easement right 4 above) such permanent rights of ingress and egress to and from, over and across the adjoining lands of the owner of the Grant of Easements referenced above as may be necessary to permit entry upon said TVA Tract No. WBR-1076C for the purpose of exercising any and all of the easement rights as referenced herein; only insofar as such easement rights pertain to the Modification Area and such permanent rights of ingress and egress as referenced in (4) herein; and

(B) Landowner does hereby transfer to TVA the possession and control of the right to permanently flood any portion of TVA Tract No. WBR-1076C lying below the 745.0-foot msl contour elevation, including those areas which have been filled to or above the 745.0-foot msl contour elevation, and the right to temporarily and intermittently flood any portion of TVA Tract No. WBR-1076C lying below the 754.6, including those areas which have been filled to or above the 754.6-foot msl elevation, and Landowner, for itself, its successors, and assigns, covenants and agrees that neither the USA nor TVA shall be responsible for any damages incurred as a result thereof.

Landowner, by joining in the execution hereof, hereby covenants and agrees on behalf of itself, and its successors and assigns, that the following shall constitute real covenants which shall attach to and run with the Modification Area, and which shall also be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession:

1. To the extent legally able to do so, Landowner hereby covenants and agrees to indemnify the USA and TVA and their respective agents, servants, and employees against and save them harmless from all claims, damages, demands, actions, costs, and charges to which they or either of them may be subject or which they or either of them may have to pay by reason of any injury to any person or property, or loss of life

or property suffered or sustained by any person whomsoever, resulting from or in any way connected with the condition or use of the Modification Area, including any means of ingress thereto or egress therefrom, except liability for personal injuries, property damage, or loss of life or property caused by the sole negligence of the USA or TVA. It is understood and agreed that the hold harmless but not indemnity obligation of Landowner in the preceding sentence shall apply as between DOE and TVA.

2. The USA and TVA do not warrant or represent that the land affected by TVA Tract No. WBR-1076C is safe, healthful, or suitable for the purpose for which it is permitted to be used under the provisions hereof or free from flooding, and Landowner hereby covenants and agrees for itself, its successors, and assigns, that the use and maintenance of this property and any improvements placed thereon are at their sole risk.
3. Landowner further covenants and agrees for itself, its successors, and assigns, that they shall not place, build, or maintain any structures or facilities including fill below elevation 754.6-foot msl without first obtaining TVA written approval of plans for such structure or facility, as required under Section 26a of the Tennessee Valley Authority Act of 1933, as amended, and in accordance with established procedures. Nothing in this instrument shall be construed as constituting or evidencing such approval by TVA. All structures, facilities, and/or equipment subject to flood damage must be located at or floodproofed to elevation 754.6-foot msl.

It is the intention of TVA and DOE that the flowage easement rights, as modified herein, shall remain in the custody of TVA and shall not merge with the fee simple interest in the Modification Area held in the custody of DOE. In the event that DOE transfers or conveys the fee simple interest in the Modification Area, such instrument of transfer or conveyance shall expressly state that it is subject to the flowage easement rights held in the custody of TVA.

IN WITNESS WHEREOF, UNITED STATES OF AMERICA, acting by and through the Department of Energy, as Landowner, has caused this instrument to be executed this _____ day of _____, 2017, and 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, by its authorized officer as of the date first above written.

UNITED STATES OF AMERICA
By Department of Energy

Name, Title

STATE OF TENNESSEE)
) SS
COUNTY OF ANDERSON)

Before me personally appeared _____, as _____, known to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she is the _____ Officer of the UNITED STATES DEPARTMENT OF ENERGY and as the authorized representative of the UNITED STATES DEPARTMENT OF ENERGY, executed and delivered the same as their free act and deed on the day and year therein mentioned.

WITNESS my hand and seal of office this _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____

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

AARON B. NIX
Senior Manager
Realty Services and GIS

STATE OF TENNESSEE)
) SS
COUNTY OF HAMILTON)

On the ____ day of _____, 2017, before me appeared AARON B. NIX to me personally known, who, being by me duly sworn, did say that he is the Senior Manager, Realty Services and GIS of the TENNESSEE VALLEY AUTHORITY, a corporation, and that said instrument was signed, and delivered on behalf of said corporation, by authority of its Board of Directors, and as legal agent for the UNITED STATES OF AMERICA; and said AARON B. NIX acknowledged said instrument to be the free act and deed of the UNITED STATES OF AMERICA, as principal, and the TENNESSEE VALLEY AUTHORITY, as its agent.

WITNESS my hand and official seal of office in Chattanooga, Tennessee, on the day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

The names and addresses of the authorized representatives of the owner of the aforescribed land are:

FEE OWNER: Department of Energy
c/o Real Estate Contracting Officer
Post Office Box 2001
Oak Ridge, Tennessee 37831

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

AFFIDAVIT OF VALUE

STATE OF TENNESSEE)
) SS
COUNTY OF ROANE)

The undersigned hereby offers this instrument for recording within the meaning of the statutes of the State of Tennessee under Tennessee Code Annotated, Section 67-5-203(a)(1), and hereby swears and affirms that the actual consideration for this modification is TAX EXEMPT, which amount is equal to or greater than the amount which the rights conveyed would command at a fair and voluntary sale.

_____ Affiant

Sworn to and subscribed before me this _____ day of _____, 2017.

Title: _____

My Commission Expires: _____

EXHIBIT A
WATTS BAR RESERVOIR

WBR-1076C

A strip of land for a drainage ditch lying 100 feet on each side of the center line across a tract of land lying in the Second Civil District of Roane County, State of Tennessee, on the right bank of the Clinch River, immediately downstream from the mouth of Poplar Creek, the center line of the said strip being more particularly described as follows:

Beginning at a point (Coordinates: N. 567,840; E. 2,471,326), the said point being S. 77° 19' W., 1585 feet from the 10 inch red oak tree (Coordinates: N. 568,188; E. 2,472,872) in a fence line at an angle in the common boundary line between the lands of Lottie G. Shelton, and W. H. Browder, et ux; thence extending on a bearing of S. 54° 48' W., 397 feet to a point; thence S. 42° 14' W., 767 feet to a point; thence N. 80° 10' W., 686 feet to a point, thence S. 24° 10' W., 256 feet to a point; thence S. 15° 15' E., 24 feet to a point (Coordinates: N. 566,894; E. 2,469,707) in the boundary line of the land to be acquired in fee by the Authority under the designation of Tract No. WBR 1038.

The above described strip of land has a total length of 2140 feet along the center line, contains 9.8 acres, more or less.

The coordinates and bearings given in the above descriptions are for the Tennessee State Coordinate System, Lambert Projection, as established by the U. S. Coast and Geodetic Survey. The region for this coordinate system is at Latitude 34° 40' N., and Longitude 86° 00' W, and has been assigned a value of x = 2000,000 feet and y = 100,000 feet.

Exhibit E

Prepared by and return to:

_____, Attorney
Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
1-888-817-5201

TVA Tract No. _____

Commented [A1]: TVA to provide

Commented [A2]: TVA to provide

**TRANSFER OF TRANSMISSION LINE EASEMENT RIGHTS
AND PERMANENT RIGHTS OF WAY
FROM
UNITED STATES DEPARTMENT OF ENERGY
TO
TENNESSEE VALLEY AUTHORITY**

This Transfer of Transmission Line Easement Rights and Permanent Rights-of-Way from the UNITED STATES DEPARTMENT OF ENERGY (DOE) to the TENNESSEE VALLEY AUTHORITY, an executive branch corporate agency and instrumentality of the United States of America created by an act of Congress known as the Tennessee Valley Authority Act of 1933, as amended ("TVA")

WHEREAS, DOE, and its predecessor agency, the Atomic Energy Commission acquired in the name of the United States certain land in Roane County, Tennessee by virtue of [insert deed reference], recorded in the office of the Register of Roane County, Tennessee; and

WHEREAS, TVA has requested DOE to transfer a limited part of its possession and control over a portion of the above described land to allow TVA to construct, operate, and maintain electrical transmission lines and related facilities across said land; and

WHEREAS, pursuant to Section 161(g) of the Atomic Energy Act of 1954, DOE is authorized to transfer such part of its possession and control to TVA without charge in consideration of the modification by TVA of certain flowage easement rights in the custody of TVA, identified as TVA Tract Nos. WBR-1047F,S.1X, WBR-1048F,S.1X, WBR-1049F,S.1X, WBR-1052F,S.1X, WBR-1056F,S.1X, WBR-1057F,S.1X, WBR-1058F,S.1X, and WBR-1076C,S.1X.

NOW, THEREFORE, in consideration of the premises recited above, which are incorporated herein by reference, DOE does hereby transfer to TVA the possession and control of a right-of-way permanently to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, including guy wires, in, on, over, and across said right-of-way, together with the perpetual right to clear said right-of-way and keep the same clear of structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards), trees, brush, stored personal property, and fire hazards; to destroy or otherwise dispose of such trees and brush; to prevent the drilling or sinking of wells within the right-of-way, **except as mandated by applicable regulatory agencies or for environmental sampling or remediation purposes provided TVA is notified in advance of the location(s) of such well(s)**; and to remove, destroy, or otherwise dispose of any trees located beyond the limits of said right-of-way which in falling could come within ten (10) feet of any transmission line structure or conductor; all over, upon, across, and under the land described in Exhibit A hereto attached and by this reference hereby incorporated in and made a part of this instrument as fully as if here written; together with rights of ingress and egress to and from the right-of-way along existing access roads, with DOE, or successor owners of the property, having the right to select and change from time to time as is

Commented [A3]: TVA to provide after DOE provides acquisition tract map

TVA Tract No.

reasonable the route(s) to be used for such ingress and egress. Provided, TVA shall first notify DOE's authorized representative, or successor owners of the property, of any buildings, signboards, billboards, stored personal property, or fire hazards encroaching upon the rights-of-way and allow DOE, or successors owners of the property, a reasonable opportunity to remove said encroachments.

DOE agrees that the consideration above stated is accepted by it as full compensation for all damage caused by the exercise of any of the rights above described; EXCEPT that TVA shall remain liable for any direct physical damage to the land resulting from the operations of the construction and maintenance forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said transmission line structures.

DOE, for itself, and its successors and assigns, covenants and agrees with TVA that no structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards) or fire hazards will be erected or maintained within the limits of the right-of-way, that the right-of-way will not be used for the storage of personal property, that no well will be drilled or sunk within the right-of-way, **except as mandated by applicable regulatory agencies or for environmental sampling or remediation purposes provided TVA is notified in advance of the location(s) of such well(s)**, and that it will not grant to any third party an easement or right-of-way under this easement and right-of-way without first obtaining the written consent of the Tennessee Valley Authority, said consent not to be unreasonably withheld, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the herein described transmission line rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

DOE does further agree to include the following reference to this Transfer of Transmission Line Easement Rights and Permanent Rights-of-Way in any instrument evidencing the transfer or conveyance of the lands underlying the herein described right-of-way:

This conveyance is made subject to transmission line easement rights and rights of way retained by the United States of America and in the custody of the Tennessee Valley Authority pursuant to a Transfer of Transmission Line Easement Rights And Permanent Rights-of-Way dated _____.

TVA Tract No.

TVA: United States of America
Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801

The name(s) and address of the legal owner(s) are:

DOE: United States Department of Energy (See D.B. , Page)

Tax Map:

Parcel:

TVA Tract No.

Exhibit A - Legal Description

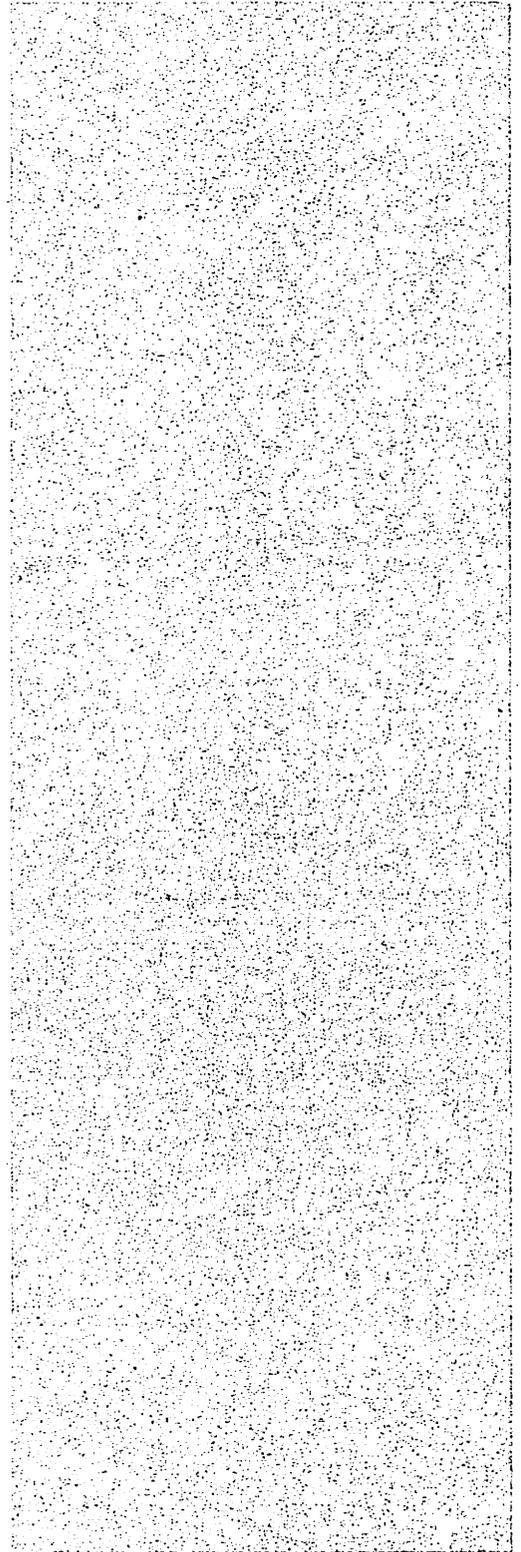


Exhibit F

Draft 12/12/2016

This document prepared by
Cindy Finn, Real Estate Contracting Officer
Oak Ridge Office
U.S. Department of Energy

STATE OF TENNESSEE)
)
)
COUNTY OF ROANE)

QUITCLAIM DEED

THIS QUITCLAIM DEED, made between the UNITED STATES OF AMERICA, its successors, transferees and assignees, hereinafter referred to collectively as the GRANTOR, acting by and through the Secretary of the Department of Energy, under and pursuant to the powers and authority contained in Section 161g of the Atomic Energy Act of 1954, as amended (42 U.S.C. § 2011 et seq.) and Heritage Center, LLC, a Tennessee non-profit corporation, organized under the laws of the State of Tennessee, its successors, transferees and assignees, hereinafter referred to collectively as the GRANTEE. The GRANTOR and GRANTEE have agreed that in order to assure enforceability of land use restrictions, this Quitclaim deed, including all of its exhibits, shall serve as a Notice of Land Use Restrictions pursuant to Tennessee Code Annotated § 68-212-225, having all the effectiveness and enforceability of such Notice. By acceptance of this Quitclaim Deed or any rights hereunder, the Grantee, for itself, its successors and assignees forever, agrees that the transfer of all the Property transferred by this Deed is accepted subject to all terms, obligations, restrictions, reservations, covenants and conditions set forth in this Quitclaim Deed and all exhibits hereto, and that these terms, obligations, restrictions, reservations, covenants and conditions shall run with the land.

- W I T N E S S E T H -

THAT THE GRANTOR, by these presents does hereby remise, release, and quitclaim to the GRANTEE, subject to the exceptions, reservations, restrictions, covenants, and conditions hereinafter expressed and set forth, all the right, title, interest, claim or demand which the GRANTOR has or may have had in or to the following described real property which is situated, lying and being in the State of Tennessee, County of Roane, to wit:

**DUCT ISLAND AREA
TRACT D**

Beginning at a point located at Tennessee Grid Coordinate N=586,053.38 and E=2,439,916.85;

THENCE, south 07 deg. 34 min. 22 sec. east, 289.38 feet to a point;

THENCE, south 24 deg. 15 min. 57 sec. east, 150.69 feet to a point;

Exhibit F

THENCE, south 72 deg. 54 min. 57 sec. east, 47.00 feet to a point located in the west side of Poplar Creek at the normal winter pool level near mile marker 2.05;

THENCE, with said normal winter pool level of Poplar Creek heading downstream 11,437 feet to a point in the east normal winter pool level of the Clinch River near mile marker 12;

THENCE, with the normal winter pool level of the Clinch River a distance of 3,224 feet to a point near mile marker 12.5;

THENCE, leaving the normal winter pool level of the Clinch River and with the normal pool level of K-901-A, 1,896 feet to a point;

THENCE, north 85 deg. 49 min. 02 sec. east, 68.41 feet to the point of beginning and containing 206.56 acres, more or less.

Bearing and distances are based on Tennessee State Plane Grid Coordinate System NAD83 (88). 88 refers to the year which Martin Marietta Energy Systems established GPS monuments on the Oak Ridge Reservation using values published in 1986 by the Tennessee Department of Transportation which tied the GPS monuments to the Tennessee Geodetic Reference Network System.

Prepared by: Barge Waggoner Sumner and Cannon, Inc.

Date: September 16, 2015

BWSC File: 35894-12 (phase 9500)

Exhibit F

This conveyance is made subject to the following covenants, restrictions, reservations, easements and conditions:

(1). It is the intent of the GRANTEE to utilize the property conveyed herein for purposes consistent with the mission of economic development for the community. All activities and development of the real property by the GRANTEE shall be consistent with the requirements contained within Exhibits "B" and "D" to this Quitclaim Deed.

(2). All reservations and easements, including but not limited to existing easements for public roads and highways, railroads, transmission lines, pipelines, other public utilities, and transmission line easement rights and rights of way retained by the United States of America and in the custody of the Tennessee Valley Authority pursuant to a Transfer of Transmission Line Easement Rights And Permanent Rights-of-Way dated _____.

(3). Reserving to the GRANTOR the continuing rights to use GRANTOR's existing utility systems in such a manner as not to create any unreasonable interference with the use of the real property for the purposes for which herein granted. The GRANTEE's use of or connection to any GRANTOR-owned or operated utility system is specifically excepted from this conveyance. Any such use by the GRANTEE, to be mutually agreed on by both the GRANTOR and GRANTEE, shall be accomplished through a separate GRANTOR-issued realty document.

(4). Covenanting to the GRANTOR the promissory right and easement on the part of the GRANTEE, insofar as legally empowered, to permit the GRANTOR to construct, use, and maintain necessary communication, utility, or access facilities across, over, and/or under existing easements, cited in Condition No. (2) herein, lying within the parcels, in such manner as not to create any unreasonable interference with the use of the real property herein granted.

(5). Any and all construction which may occur within any floodplain or floodway or which might affect a floodplain must comply with applicable Federal and State laws with respect to such construction.

(6). If any portion of the real property herein conveyed is deemed to be jurisdictional wetlands as determined by the Nashville District Corps of Engineers, any development thereon must comply with the Department of Army Wetlands Construction Restrictions contained in 33 CFR, Sections 320 through 330, as amended, and any other applicable Federal, State, or local wetlands regulations.

(7). The real property herein conveyed shall be used in a manner consistent with the Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 et seq.).

(8). The GRANTEE shall protect any historical and/or archaeological cultural resources which may be discovered on the premises subsequent to the date of this conveyance and shall comply with the procedures set forth in attached Exhibit "C."

(9). The GRANTEE shall comply with all applicable Federal, State, and local laws and regulations with respect to any present or future development of the property herein

Exhibit F

conveyed, including, but not limited to, those laws and regulations which govern sewage disposal, facilities, water supply, and other public health requirements.

(10). The GRANTEE shall take all efforts necessary to assure that any permanent boundary monuments marking the property transferred by this Quitclaim Deed are not disturbed, obliterated, or destroyed through the activities of the GRANTEE.

(11). The GRANTOR agrees to grant a separate easement or other realty document to the GRANTEE over Federal land under the GRANTOR's jurisdictional control to accommodate necessary utility connections and building ingress and egress.

(12). The GRANTOR holds harmless and indemnifies GRANTEE, any successor, assignee, transferee, lender or lessee as set forth in, and subject to the limitations, terms and conditions of Exhibit "E" to this Quitclaim Deed.

(13). The GRANTOR acknowledges that the Oak Ridge Reservation has been identified as a National Priorities List Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The GRANTEE acknowledges that the GRANTOR has provided it with a copy of the Oak Ridge Reservation Federal Facility Agreement effective on January 1, 1992 and relevant amendments entered into by the GRANTOR, the United States Environmental Protection Agency, and the Tennessee Department of Environment and Conservation. The GRANTEE agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended and the terms of this Quitclaim Deed, the terms of the Federal Facility Agreement will take precedence.

An Addendum addressing requirements of CERCLA Section 120(h)(3), including response action assurances and use restrictions, is attached as Exhibit "D" and is made a part of this Quitclaim Deed and all provisions of that Addendum are fully incorporated herein.

Exhibit F

TO HAVE AND TO HOLD the above described premises, subject to the exceptions, reservations, restrictions, covenants, and conditions herein set forth unto the GRANTEE forever.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed

this _____ day of _____ 2017.

UNITED STATES OF AMERICA

BY: _____
Cindy B. Finn

TITLE: Real Estate Contracting Officer

Signed and sealed in the presence of:

Notary Public

My commission expires:

Exhibit F

STATE OF TENNESSEE)
)
COUNTY OF ANDERSON)

Personally appeared before me, _____, a Notary Public of the State and County aforesaid, Cindy B. Finn, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the Realty Officer of the U.S. Department of Energy and is authorized as a representative of the U.S. Department of Energy, to execute this instrument on behalf of the United States of America.

Witness my hand this _____ day of _____, 2017.

(Notary's Signature)

Sworn to and subscribed before me this
_____ day of _____, 2017.

Notary Public, Tennessee

My Commission Expires:

Exhibit F

EXHIBIT "A"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

SURVEY PLAT

Exhibit F

EXHIBIT "B"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

ALLOWABLE USES OF THE REAL PROPERTY

In accordance with the Environmental Assessment *Transfer of Land and Facilities within the East Tennessee Technology Park and Surrounding Area, Oak Ridge, Tennessee*, DOE/EA-1640, dated October 2011, industrial uses considered are the permitted principal uses and uses requiring a Board of Zoning Appeals permit in the City of Oak Ridge Zoning Ordinance for IND-1, IND-2, and IND-3, Industrial Districts. Additional commercial and recreational uses are those included in the Zoning Ordinance for UB-2, Unified General Business Districts.

These uses could include, but are not limited to, the following:

- Light to heavy processing, manufacturing, assembly, and fabrication plants, excluding slaughtering plants and paper or pulp mills.
- Public utility facilities with or without storage yards.
- Storage; wholesaling; distribution; warehousing, including shipping and freight terminals; and related facilities.
- Research and testing facilities, including renewable and advanced energy, industrial, and scientific research laboratories that include incidental pilot plant processing operations.
- Administrative, technical, and professional offices.
- Storage facilities for materials such as, but not limited to, salt, switch grass, other alternative fuel feedstocks, coal, coke, building material, sand, gravel, stone, lumber, and enclosed or open storage of construction contractors' equipment and supplies.
- Waste treatment facilities, including nonhazardous waste recycling centers, hazardous and mixed waste treatment for shipment to off-site storage and disposal facilities.
- Recycling operations, including those for radioactively contaminated materials and those associated with metal and other material treatment and processing. Bulk oil and gasoline storage or bulk storage of natural gas.
- Power plants, including renewable energy generation.
- Broadcasting, publishing, recording, and telecommunications.
- Food processing such as dairy products, bakery products, and beverage products (all activities are conducted in an enclosed building).
- Airports (additional NEPA review would be necessary).
- Commercial uses, including restaurants and service establishments such as: gas station/convenience store, bank, post office/mailing/shipping center, copying/printing, bulk cleaning and laundry, cold storage lockers, furniture and carpet warehouses, car washes, equipment and appliance repair, vehicle service centers etc.
- Public recreation uses such as parks, historic legacy interpretation, playgrounds, golf courses, athletic fields, and stadiums.

Exhibit F

EXHIBIT "C"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

OBLIGATION OF GRANTEE TO PROTECT ARCHAEOLOGICAL SITES AND
RESOURCES

No land-altering activity of any kind, including but not limited to digging or excavation, shall be allowed or conducted in any areas on which archaeological sites and resources are discovered subsequent to the transfer to the GRANTEE of the premises herein conveyed except as authorized in accordance with the following procedure:

The owner of record shall consult with the State of Tennessee Historic Preservation Officer to determine what measures are required to mitigate any adverse effects and shall carry out the agreed-upon mitigation plan. If the owner and Historic Preservation Officer are unable to agree upon a mitigation plan, the matter shall be referred to the Advisory Council on Historic Preservation in accordance with the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470-470w-6) and implementing regulations (36 CFR Part 800).

Exhibit F

EXHIBIT "D"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

CERCLA SECTION 120(h) REQUIREMENTS AND ASSURANCES

A. Based on a complete search of agency files, the GRANTOR provides notice that:

A contaminated groundwater plume has been identified in the subsurface of portions of the Former Powerhouse Area, Duct Island, and K-1007-P1 Pond Area. The volatile organic compounds (VOCs) trichloroethene (CASN 79-01-6), 1,2-dichloroethene (CASN 156-60-5), and vinyl chloride (CASN 75-01-4) have historically been detected above their respective maximum contaminant levels (MCLs) in wells and springs located within the Property. The metals antimony (CASN 7440-36-0), arsenic (CASN 7440-38-2), cadmium (CASN 7440-43-9), chromium (CASN 7440-47-3), lead (CASN 7439-92-1), selenium CASN 7782-49-2), and thallium (CASN 7440-28-0), and gross alpha radioactivity have been observed historically to exceed their respective MCLs in some wells in the western portion of the Property. However, filtered groundwater samples have not exceeded MCLs in recent samples, indicating the metals are not dissolved in the natural groundwater, but are associated with the suspended solids in the sample. The presence of VOCs (primarily suspected to be hazardous waste numbers F001 and F002), and historically metals, in groundwater is considered a release of a hazardous substance on the Property.

The deed (Exhibit D, Paragraph H, below) includes a prohibition for use of the groundwater, in any way, unless such use is approved in advance by the GRANTOR, the U.S. Environmental Protection Agency (EPA), and the Tennessee Department of Environment and Conservation (TDEC). Additional provisions are included to prevent inadvertent exposure to contaminated groundwater and/or any contamination that could possibly be present in the soils. Such provisions include requiring the GRANTEE to adhere to applicable Federal, State, and local laws with respect to any development of the Property (Condition 9). Further information on the nature and extent of groundwater contamination is contained in Section 4.3 of the Environmental Baseline Survey (EBS) Report issued in December 2016, which is incorporated by reference into this Quitclaim Deed as Exhibit F. Said Report shall be placed within the permanent historical realty audit files of the U.S. Department of Energy-Oak Ridge Office (DOE-ORO), within the GRANTOR's Oak Ridge Office Information Center, and within the GRANTEE'S realty records. The Oak Ridge Office of Environmental Management (OREM) plans to address the sources to the contaminated groundwater plumes at the site to ensure protection of human health and the environment. The decision for groundwater will be made through the CERCLA process. The ETTP Sitewide Record of Decision (ROD) will include groundwater and any needed remedial action to address contaminated groundwater in Zone 1.

Exhibit F

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

B. The GRANTOR warrants that any additional response action found to be necessary after the date of transfer for contamination on the property existing prior to the date of this transfer will be conducted by the United States. The obligation of the United States under this warranty will be limited to the extent that a response action is required by an act or omission of any GRANTEE which either a) introduces new contamination or b) increases the cost or scope of the required response action by negligently managing any contamination present on the property at the time of the initial transfer by the United States.

C. The GRANTOR reserves a right of access to all portions of the property for environmental investigation, remediation or other corrective action. In the event the GRANTOR must access the property, the GRANTOR must provide notice to and coordinate access with the GRANTEE or its successors and any authorized occupants of the property. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the GRANTEE or its successors, assignees, and tenants and shall be performed in a manner which minimizes, to the extent practicable, interruption with GRANTEE's activities on the property. The GRANTOR's right to access the property shall be exercisable in any case in which a response action or corrective action is found to be necessary by the GRANTOR or applicable regulatory authority after the date of conveyance of the property, or in which GRANTOR determines access is necessary to carry out a response action or corrective action on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to and coordination with the GRANTEE or the then-owner and any authorized occupant of the property) at the direction of the GRANTOR to enter upon the property and (1) conduct investigations and surveys, including but not limited to sample collection, drilling, data and record compilation, and other activities related to environmental investigation and (2) to carry out any other response and/or corrective actions as required or necessary under CERCLA and other applicable authorities, including but not limited to installation and operation of groundwater monitoring and/or restoration wells, and any treatment of hazardous substances or materials required under CERCLA and other applicable authorities.

D. The GRANTEE covenants that the property shall not be used or developed in a manner inconsistent with the land use assumptions of "industrial use" contained in approved applicable Records of Decision. The GRANTEE covenants that it will not at any time cause or allow any portion of the property to be used for any residential housing, any elementary or secondary school, or any child care facility or children's playground.

E. The GRANTEE covenants that it will not at any time cause or allow any other use or disturbance of any portion of the Property located more than 10 feet below ground surface (bgs) level, or 2 feet bgs over the underground electrical duct bank and the K-770 Scrap Metal Yard, without having first obtained authorization from DOE's Excavation/Penetration Permit Program. Disturbance of the soils at the K-720 Fly Ash Pile is prohibited unless approval is obtained from DOE, EPA, and TDEC.

Exhibit F

- F. The GRANTEE covenants that it will not inhibit or hinder the GRANTOR from required remedial investigations, response actions, or oversight activities including, but not limited to, properly constructing, upgrading, operating, maintaining and monitoring any groundwater treatment facilities or groundwater monitoring on the property or adjoining property. Further, the GRANTEE covenants that it will not tamper with or willfully destroy any monitoring wells or other monitoring or remediation systems that may be located in the vicinity of the property.
- G. The GRANTEE will not remove any signs placed by the GRANTOR that are required for regulatory compliance (e.g. CERCLA land use controls) and will also comply with the conditions as stated on such signs.
- H. The GRANTEE covenants not to extract, consume, expose, or use in any way the groundwater underlying the property or water from any streams or ponds located on the property without the prior written approval of the GRANTOR, the United States Environmental Protection Agency and the Tennessee Department of Environment and Conservation.
- I. The GRANTEE covenants and agrees that any buildings intended to be occupied by workers eight hours or more per scheduled work day or by public visitors will be designed and constructed to minimize exposure to volatile organic contaminant vapors using Section 8.2.3 of OSWER 9200.2-154 (June 2015), *OSWER Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air*, as guidance. The GRANTEE may seek a waiver of this covenant from the GRANTOR, the U.S. Environmental Protection Agency, and the Tennessee Department of Environment and Conservation based upon alternative commitments or new information. If such waiver is granted, the provisions of this covenant shall no longer apply. The scope of such waiver shall extend only to the building in question unless expressly stated otherwise in the waiver.
- J. The GRANTOR shall submit on an annual basis, through established channels, appropriate budget requests to the Director of the Office of Management and Budget that adequately address those agreed upon schedules for investigation and completion of all necessary response actions required by the Federal Facility Agreement until such time that all necessary remedial action has been taken. The actual amount available for such activities is subject to congressional authorizations and appropriations.
- K. When all response actions necessary to protect human health and the environment with respect to any substance remaining on the property on the date of transfer have been taken, the United States shall execute and deliver to the transferee an appropriate document containing a warranty that all such response actions have been taken.
- L. After notice and coordination with the GRANTEE as set forth in Item C, above, any response actions taken by the GRANTOR will be in accordance with schedules developed and included in Appendix E and J of the Federal Facility Agreement for the Oak Ridge Reservation, approved by the GRANTOR, Region 4 of the Environmental Protection Agency, and the Tennessee Department of Environment and Conservation. The GRANTOR will take

Exhibit F

all necessary action to remediate the East Tennessee Technology Park (ETTP), including groundwater contamination where applicable. The schedules for the investigation and completion of all necessary response actions as approved by the appropriate regulatory agency addressing Zone 2 of ETTP, and the groundwater (to be addressed in the final Sitewide ROD), are set forth in the following milestones which are subject to adjustment through amendment pursuant to Chapter XVIII, *Scoping Work Priorities* of the Federal Facility Agreement:

Zone 1 Final Record of Decision

Interim Record of Decision – November 8, 2002

Final Record of Decision – September 2016

Completion of Remedial Action – April 2019

ETTP Sitewide Record of Decision

Final Record of Decision – projected 2019

Completion of Remedial Actions – TBD

Exhibit F

EXHIBIT "E"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

INDEMNIFICATION

- I. Pursuant to 50 USC § 2811, indemnification is being provided to the GRANTEE and any successors, transferees, assignees, lenders or lessees.
- A. Except as provided in Item I.B. and subject to Item II., DOE hereby holds harmless and indemnifies GRANTEE, successors, transferees, assignees, lenders, or lessees against any claim for injury to person or property that results from the release or threatened release of a hazardous substance or pollutant or contaminant as a result of Department of Energy activities at the defense nuclear facility on which the real property is located.
- B. To the extent the persons and entities described in Item I.A. contributed to any such release or threatened release, Item I.A. shall not apply.
- II. CONDITIONS
- A. No indemnification on a claim for injury may be provided under Item I. unless the person or entity making a request for the indemnification:
1. notifies the Secretary of Energy [and the Field Office Manager] in writing within two years after such claim accrues;
 2. furnishes to the Secretary [and the Field Office Manager, or such other DOE official as the Field Office Manager designates] copies of pertinent papers received by the person or entity;
 3. furnishes to the Secretary [and the Field Office Manager, or such other DOE official as the Field Office Manager designates] evidence or proof of the claim;
 4. provides, upon request by the Secretary [or the Field Office Manager, or such other DOE official as the Field Office Manager designates], access to the records and personnel of the person or entity for purposes of defending or settling the claim; and
 5. begins action within six months after the date of mailing, by certified or registered mail, of notice of final denial of the claim by the Secretary.

Exhibit F

- B. For purposes of Items II.A.1., the date on which a claim accrues is the date on which the person asserting the claim knew (or reasonably should have known) that the injury to person or property referred to in Item I.A. was caused or contributed to by the release or threatened release of a hazardous substance, pollutant, or contaminant as a result of Department of Energy activities at the defense nuclear facility on which the real property is located.

III. AUTHORITY OF SECRETARY OF ENERGY

- A. In any case in which the Secretary of Energy determines that the Secretary may be required to indemnify a person or entity under these indemnification provisions for any claim for injury to person or property referred to in Item I.A., the Secretary may settle or defend the claim on behalf of that person or entity.
- B. In any case described in Item III.A., if the person or entity that the Secretary may be required to indemnify does not allow the Secretary to settle or defend the claim, the person or entity may not be indemnified with respect to that claim under these provisions.

IV. RELATIONSHIP TO OTHER LAW

Nothing within these provisions shall be construed as affecting or modifying in any way section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9620(h)).

V. DEFINITIONS

The definitions set forth in 50 U.S.C. § 2811 and 10 CFR 770.4 shall apply to the terms used in these provisions.

Exhibit F

**EXHIBIT "F"
TO QUITCLAIM DEED**

ENVIRONMENTAL BASELINE SURVEY REPORT

The Environmental Baseline Survey Report for the Former Powerhouse Area, Duct Island, and K-1007-P1 Pond Area was issued in December 2016, by the GRANTOR. Said Report is incorporated by reference to this Quitclaim Deed as noted in Exhibit D, Section A.