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7.7.524

DEED AND BILL OF SALE
Made By
UNITED STATES OF AMERICA
And
TENNESSEE VALLEY AUTHORITY
To
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

IDENTIFICATION REFERENCE

Dec 29 9 51 AM '92

JOE Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PICK-UP

THIS DEED AND BILL OF SALE, made and entered into as of the 21st day of October, 1992, effective as of the 15th day of June, 1988, by the TENNESSEE VALLEY AUTHORITY (hereinafter sometimes called "TVA"), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended, and the UNITED STATES OF AMERICA, acting by and through the Tennessee Valley Authority, its legal agent, as Grantors, to the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE (hereinafter called "Grantee"), a municipal corporation duly created, organized, and existing under and by virtue of the laws of the State of Tennessee, acting by and through the Electric Power Board of said Metropolitan Government, as Grantee;

W I T N E S S E T H:

WHEREAS, TVA and Grantee have heretofore entered into an agreement dated as of April 10, 1975, identified in TVA records as Lease-Purchase and Amendatory Agreement TV-20269A, Supplement No. 15 (which agreement, as amended, is hereinafter referred to as "1975 Agreement"), and an agreement dated as of July 26, 1978, identified in TVA's records as Lease and Amendatory Agreement TV-48267A, Supplement No. 2 (which agreement, as amended, is hereinafter referred to as "1978 Agreement"), providing, among other things, for the transfer and conveyance by TVA, as legal agent of the United States of America, of the interests in land hereinafter described, and the sale of certain personal property hereinafter also described, upon the performance of certain terms of said agreement which have now been met, and for certain continuing obligations therein specifically detailed; and

WHEREAS, TVA, as legal agent of the United States of America, is authorized under Section 4(k)(d) of the Tennessee Valley Authority Act of 1933, as amended, to convey as provided therein the interests in land hereinafter described, being property upon which electrical facilities are located; and

This instrument was prepared by
Robert A. Kell
Attorney
Tennessee Valley Authority
Knoxville, Tennessee

3124L

WHEREAS, TVA is authorized under Section 4(f) of the Tennessee Valley Authority Act of 1933, as amended, to sell or otherwise dispose of the personal property hereinafter described;

NOW, THEREFORE, for and in consideration of the mutual promises made in the foregoing agreements, and the sum of Four Million Five Hundred Ninety-six Thousand Seven Hundred Twenty-nine Dollars and Seventy-five Cents ($4,596,729.75) cash in hand paid, the receipt of which is hereby acknowledged, the Grantor TVA has granted, bargained, sold, assigned, and set over unto Grantee, and the Grantor TVA does by these presents hereby grant, bargain, sell, assign, and set over unto Grantee the following described personal property, and the Grantor United States of America by and through its legal agent, TVA, has granted, bargained, sold, transferred, and conveyed, and does by these presents hereby grant, bargain, sell, transfer, and convey unto Grantee, its successors and assigns, subject to the reservations and encumbrances hereinafter set forth, the following described interests in land, to wit:

(A) The approximately 3.84-acre portion (hereinafter called "Parcel A1") of the North Nashville 161-kV Substation (identified on TVA's records as US-TVA Tracts NNPSS-2, -3, and -4), which portion is further described below, including (1) all facilities located on Parcel A1 not excluded hereinbelow, (2) the TVA-owned facilities located on the portion (hereinafter called "Grantee Property") of said substation site conveyed to Grantee by a deed dated September 2, 1964, including without limitation the 69-kV bank breakers and associated facilities installed in Grantee's switching structure, the railroad spur and transfer track, and the access driveway, and (3) the 161-kV overhead buses extending from the 161-69-kV transformation facilities on Parcel A1 to the pull-off insulators on the 161-kV switching structure on the remaining portion (hereinafter called "Parcel A2") of said substation site and certain of the control facilities for said 161-69-kV transformation and 69-kV bank breaker facilities, including protective relaying, conduit, cable, and associated apparatus; but excluding (a) the overhead ground wires extending from ground-wire structures on Parcel A1 to TVA's ground-wire structures on Parcel A2, (b) the 69-kV revenue metering facilities owned by TVA on Parcel A1 and Grantee Property, including without limitation the metering current transformers, conduit, cables, and associated apparatus, (c) any water, sewer, and communication facilities owned by TVA or third parties on Parcel A1 and Grantee

Property, and (d) any easement rights or other permanent interests in TVA's switchhouse or in Parcel A2 of said substation site.

A parcel of land located in the Eleventh Civil District of Davidson County, State of Tennessee, on the north side of Campbell Road west of U.S. Highway No. 31E as shown on US-TVA drawing CW-4883 and being more particularly described as follows:

Commencing at a point on the north side of the pavement at the intersection of Campbell Road and Amqui Lane, said point being in the boundary of the United States of America's land and being the southwest corner of the North Nashville 161-kV Substation site (the southwest corner of US-TVA Tract NNPSS-4); thence, with said boundary and the west line of the substation site, N. 09° 14' E., 187.1 feet to the POINT OF BEGINNING of the tract herein described; thence, N. 09° 14' E., 301.7 feet to a point; thence, leaving the United States of America's boundary and the line of the substation site, S. 78° 38' E., 693.4 feet to a point; thence, S. 11° 22' W., 72.5 feet to a point; thence, N. 78° 38' W., 175.2 feet to a point; thence, S. 11° 22' W., 229.0 feet to a point; thence, N. 78° 38' W., 507.0 feet to the point of beginning and containing portions of US-TVA Tracts NNPSS-2, NNPSS-3, and NNPSS-4 and 3.84 acres, more or less.

The bearings given in the above description are based on Magnetic North.

The above-described parcel of land is hereby conveyed subject to easement reservations by the United States of America in favor of TVA for such rights as may be necessary: (i) for the use, operation, maintenance, repair, replacement, rebuilding, and removal of the above-described facilities being retained by TVA (items (A)(a) through (A)(d)); (ii) for TVA to install, operate, maintain, repair, replace, rebuild, and remove such additional substation and transmission facilities (including metering facilities) as may be required in the future by TVA for its purposes in mutually satisfactory locations; and (iii) for the use of portions of the facilities on the above-described parcel of

land as provided in section 4 of the 1975 Agreement, together with necessary rights of access to all of the aforesaid facilities referred to in items (i) through (iii) above.

US-TVA Tract NNPSS-2 was acquired by the United States of America by condemnation from O. E. Couch and others, as evidenced by certified copies of the Declaration of Taking entered July 6, 1960, and Judgment entered June 30, 1961, recorded in Book 3099, page 455, and Book 3252, page 171, respectively, in the office of the Register of Davidson County, Tennessee.

US-TVA Tract NNPSS-3 was acquired by the United States of America by a deed from Lonnie L. Jernigan and wife, Laura S. Jernigan, dated July 5, 1960, of record in Book 3098, page 383, in the office of the Register of Davidson County, Tennessee.

US-TVA Tract NNPSS-4 was acquired by the United States of America by a deed from Donald G. Hall and wife, Marilyn J. Hall, dated May 18, 1960, of record in Book 3071, page 401, in the office of the Register of Davidson County, Tennessee.

(B) The approximately 6.90-acre portion (hereinafter called "Parcel B1") of TVA's Radnor 161-kV Substation (identified on TVA's records as US-TVA Tract RADSS-1), which portion is further described below, including (1) the 161-69-13.8-kV transformation facilities, 69- and 13.8-kV switching and capacitor facilities, and all other facilities on Parcel B1 not excluded hereinbelow, (2) 69-kV low-side bank breakers 614 and 714 and all other TVA-owned facilities located on the portion of said substation site owned by Grantee, except those facilities excluded hereinbelow, (3) the 161-kV overhead busses extending from said transformation facilities on Parcel B1 to the pull-off insulators on the 161-kV switching structure located on the portion of the substation site which is neither included in Parcel B1 nor owned by Grantee (hereinafter called "Parcel B2"), which portion is not included in the Leased Facilities, (4) the control and relaying facilities in the switchhouse on Parcel B1 for said transformation facilities and low-side bank breakers, including

switchboard panels, conduits, cables, and associated apparatus, and (5) the switchhouse sanitation disposal system located on Parcel B1; but excluding (a) the overhead ground wires extending from the ground-wire structures on Parcel B1 to ground-wire structures on Parcel B2, (b) the 161-kV backup ground relaying facilities associated with the power transformer bank neutral current transformers, (c) all communication, supervisory, and remote alarm facilities, (d) TVA's Radnor-Triune 69-kV Line (deenergized) extending across the substation site, (e) TVA's switchhouse on Parcel B1 and all facilities located therein or associated therewith except items included in (4) and (5) above, (f) the two 161-kV revenue metering current transformers, revenue meters, secondary metering cables, and the complete meter cabinets, and (g) any portable equipment and facilities (bearing TVA's numbered tags) which TVA chooses to remove.

A parcel of land located in the Sixth Civil District of Davidson County, State of Tennessee, east of U.S. Highway No. 31 approximately five miles south of Nashville as shown on US-TVA drawing HW-3850 and being more particularly described as follows:

Commencing at a point in the east right-of-way line of the Seaboard System Railroad, said point being in the boundary of Grantee's land and being the northwest corner of the Radnor 161-kV Substation site (US-TVA Tract RADSS-1); thence, with said boundary, the railroad right-of-way line, and the line of the substation site, S. 23° 59' W., 944.6 feet to a point; thence, leaving said boundary, the railroad right-of-way line, and the line of the substation site, S. 82° 29' E., 156.4 feet to a point; thence, N. 23° 59' E., 230.3 feet to the POINT OF BEGINNING, said point being the southwest corner of the land herein described; thence, N. 23° 59' E., 297.2 feet to a point; thence, S. 82° 29' E., 1,011.8 feet to a point; thence, S. 07° 31' W., 285.0 feet to a point; thence, N. 82° 29' W., 1,096.0 feet to the point of beginning and containing 6.90 acres, more or less.

The above-described parcel of land is hereby conveyed subject to easement reservations by the United States of America in favor of TVA for such rights as may be necessary: (i) for the use, operation, maintenance, repair, replacement, rebuilding, and removal of the above-described facilities being retained by TVA (items (B)(a) through B(g)); (ii) for TVA to install, operate, maintain, repair, replace, rebuild, and remove such additional substation and transmission facilities (including metering facilities) as may be required in the future by TVA for its purposes in mutually satisfactory locations; and (iii) for the use of portions of the facilities on the above-described parcel of land as provided in section 5 of the 1978 Agreement, together with necessary rights of access to all of the aforesaid facilities referred to in items (i) through (iii) above.

US-TVA Tract RADSS-1 was acquired by the United States of America by condemnation from Louise Oakley Hailey, as evidenced by certified copies of the Declaration of Taking entered August 12, 1953, and Judgment entered March 15, 1954, recorded in Book 2157, page 595, and Book 2272, page 25, respectively, in the office of the Register of Davidson County, Tennessee.

(C) The complete 161-69-13.8-kV transformation facilities and 69- and 13.8-kV switching facilities used in serving Grantee at TVA's South Nashville 161-kV Substation, including without limitation (1) transformer banks 1 and 2, low-side bank breaker installations 624, 644, 224, 234, 244, 254, and the 69- and 13.8-kV capacitor installations, (2) the 161-kV overhead busses, including bus support structures, extending from said transformation facilities to the pull-off insulators on the 161-kV switching structure, (3) the control and relaying facilities in the switchhouse for said transformation facilities and low-side bank breakers, including switchboard panels, control cables, and associated apparatus, (4) the railroad spur track, transfer track, and hoist tower facilities, (5) the overhead ground-wire structures and ground wires protecting said transformation facilities and switching facilities, and (6) the 69- and 13.8-kV voltage transformers; but excluding (a) the 161-kV

backup ground relaying equipment associated with the power transformer bank neutral current transformers, (b) all communication, supervisory, and remote alarm facilities, (c) the two 161-kV revenue metering current transformers and the secondary metering cables extending therefrom to the switchhouse, and (d) any portable equipment and facilities (bearing TVA's numbered tags) which TVA chooses to remove.

It is recognized that TVA is retaining such rights as may be necessary: (i) for the use, operation, maintenance, repair, replacement, rebuilding, and removal of the above-described facilities being retained by TVA (items (C)(a) through (C)(d)); (ii) for TVA to install, operate, maintain, repair, replace, rebuild, and remove such additional substation and transmission facilities (including metering facilities) as may be required in the future by TVA for its purposes in mutually satisfactory locations; and (iii) for the use of portions of the facilities being conveyed to Grantee hereunder as provided in section 5 of the 1978 Agreement, together with necessary rights of access to all of the aforesaid facilities referred to in items (i) through (iii) above.

(D) The approximately 1.43-acre portion (hereinafter called "Parcel D1") of TVA's West Nashville 161-kV Substation, which portion is identified on TVA's records as including parts of US-TVA Tracts TSS-2A, TSS-2B, TSS-2C, TSS-2D, TSS-2E, and TSS-2F and is further described below, together with (1) the 69- and 13.8-kV switching and capacitor facilities and all other facilities on Parcel D1 not excluded hereinbelow, (2) the 69-kV low-side bank breakers 614 and 644 and all other TVA-owned 69-kV facilities on Grantee's property at said substation site, (3) the 161-kV overhead busses extending from said transformation facilities on Parcel D1 to the pull-off insulators on the 161-kV switching structure located on the portion (hereinafter called "Parcel D2") of the substation site which is neither Parcel D1 nor Grantee's property, (4) the railroad spur track, transfer track, and hoist tower facilities on Parcel D2, (5) the two southernmost ground-wire structures on Parcel D2, TVA's ground-wire structure on Grantee's property, the ground wires

which interconnect them, and the ground-wire connections to Grantee's structure on Grantee's property, and (6) the control and relaying facilities in the switchhouse on Parcel D2 for the 161-69-13.8-kV transformation facilities and low-side bank breakers, including switchboard panels, conduits, control cables, and associated apparatus; but excluding (a) the overhead ground wires extending from the structures on Parcel D1 and those identified in (5) above on Parcel D2 to the remaining ground-wire structures on Parcel D2, (b) the 161-kV backup ground relaying equipment associated with the power transformer bank neutral current transformers, (c) all communication, supervisory, and remote alarm facilities, (d) the two 161-kV revenue metering current transformers on Parcel D1 and the secondary metering cables extending therefrom to said switchhouse, and (e) any portable equipment and facilities (bearing TVA's numbered tags) which TVA chooses to remove.

A parcel of land located in Davidson County, State of Tennessee, in the City of Nashville, immediately southwest of the intersection of Louisiana Avenue and 63d Street as shown on US-TVA drawing LW-1843 and being more particularly described as follows:

Commencing at the point of intersection of the south right-of-way line of Louisiana Avenue and the west right-of-way line of 63d Street, said point being in the boundary of the United States of America's land and being the most easterly corner of the West Nashville 161-kV Substation site (corner of US-TVA Tract TSS-2); thence, with said boundary, the west right-of-way line of 63d Street, and the line of the substation site, S. 32° 09' W., 80 feet to the POINT OF BEGINNING; thence, S. 32° 09' W., 35.0 feet to a point; thence, leaving said right-of-way line and the line of the substation site, N. 57° 51' W., 109.0 feet to a point; thence, S. 32° 09' W., 210.0 feet to a point; thence, N. 57° 51' W., 4.0 feet to a point; thence, N. 45° 31' W., 213.3 feet to a point; thence, N. 34° 47' W., 49.1 feet to a point; thence, leaving the boundary of the United States of America's land, N. 31° 37' E., 189.6 feet to a point; thence, S. 58° 23' E., 239.3 feet to a point; thence,

S. 32° 09' W., 11.7 feet to a point; thence, S. 57° 51' E., 129.0 feet to the point of beginning and containing 1.43 acres, more or less.

The bearings given in the above description are based on Magnetic North.

The above-described parcel of land is hereby conveyed subject to easement reservations by the United States of America in favor TVA for such rights as may be necessary: (i) for the use, operation, maintenance, repair, replacement, rebuilding, and removal of the above-described facilities being retained by TVA (items (D)(a) through (D)(e)); (ii) for TVA to install, operate, maintain, repair, replace, rebuild, and remove such additional substation and transmission facilities (including metering facilities) as may be required in the future by TVA for its purposes in mutually satisfactory locations; (iii) for the use of Grantee's property for TVA's 161-kV switching facilities as provided in section 1 of the 1978 Agreement; and (iv) for the use of portions of the facilities on the above-described parcel of land as provided in section 5 of the 1978 Agreement, together with necessary rights of access to all of the aforesaid facilities referred to in items (i) through (iv) above.

The above-described parcel of land (including parts of US-TVA Tracts TSS-2A, TSS-2B, TSS-2C, TSS-2D, TSS-2E, and TSS-2F) was acquired by the United States of America by a deed from Tennessee Utilities Corporation, dated August 15, 1939, of record in Book 1136, page 1, in the office of the Register of Davidson County, Tennessee.

(E) The South Nashville-Old Hickory 69-kV Line beginning at the South Nashville 161-kV Substation and extending approximately 17.32 miles to the Old Hickory Hydro Plant Substation (including only the conductors, insulators, and attachment facilities where underbuilt on structures 15 through 17, 17A, and 18 of TVA's Gallatin Steam Plant-North Nashville and Wilson-North Nashville 161-kV Lines), together with the easements and rights-of-way appurtenant thereto affecting property designated on TVA's records as US-TVA Tracts NSP-4 through NSP-8, NSP-9A, NSP-10

through NSP-19, NSP-21 through NSP-24, NSP-29 through NSP-47, NSP-47A, NSP-48 through NSP-54, NSP-56 through NSP-60, NSP-64, NSP-65, NSP-67, NSP-68, and NSP-70 through NSP-73 and 993.1 feet of US-TVA Tract NSP-74, all as shown on US-TVA drawings LW-1789, sheets 1 through 6, 6A, 6B, and 6C, and LW-4635, sheet 7AA, but excluding (1) from station 643+20.1 to the Old Hickory Hydro Plant Substation any easement rights which are common or adjacent to TVA's Old Hickory-Gallatin or Old Hickory-Springfield 69-kV Lines or to TVA's Gallatin Steam Plant-North Nashville or Wilson-North Nashville 161-kV Lines and (2) any TVA communication facilities attached to the South Nashville-Old Hickory 69-kV Line.

The above-described easements and rights-of-way being conveyed hereunder were acquired by the United States of America by the below-described instruments of record in the office of the Register of Davidson County, Tennessee:

Tract	Recorded Date	Book	Page
NSP-4 and NSP-6	03-20-41	1174	185
NSP-5	03-28-41	1153	561
NSP-7 and NSP-10	02-20-41	1163	167
NSP-8 and NSP-9A	09-23-41	1181	326
NSP-11	12-17-40	1174	42
NSP-12	04-07-42	1224	245
NSP-13	05-21-41	1207	23
NSP-14	03-20-41	1165	427
NSP-15	04-08-41	1163	243
NSP-16	01-15-42	1207	376
NSP-17	04-14-41	1174	220
NSP-18	03-20-41	1153	547
NSP-19 and NSP-21	12-17-40	1163	75
NSP-22	04-04-41	1165	462
NSP-23	02-07-41	1149	686
NSP-24	01-27-41	1174	104
NSP-29	01-27-41	1153	459
NSP-30	04-04-41	1196	127
NSP-31	01-22-43	1260	120
NSP-32	01-22-43	1140	431
NSP-33	04-08-41	1153	593

Tract	Recorded Date	Book	Page
NSP-34	04-04-41	1174	205
NSP-35	02-03-41	1149	675
NSP-36	05-12-41	1196	247
NSP-37	05-07-41	1165	513
NSP-38	05-07-41	1196	218
NSP-39	05-07-41	1163	288
NSP-40 and NSP-42	05-26-41	1163	339
NSP-41	05-27-41	1165	548
NSP-43	05-26-41	1163	341
NSP-44	05-26-41	1174	305
NSP-45	06-09-41	1174	320
NSP-46, NSP-48, and NSP-52	02-06-42	1163	587
NSP-47	05-05-41	1196	207
NSP-47A	04-09-41	1196	143
NSP-49	01-03-41	1165	273
NSP-50	01-08-41	1196	49
NSP-51	01-02-41	1163	90
NSP-53	01-03-41	1149	608
NSP-54	04-09-41	1153	602
NSP-56	04-09-41	1174	214
NSP-57	03-12-41	1165	407
NSP-58 and NSP-60	03-12-41	1163	208
NSP-59	03-21-41	1196	83
NSP-64	04-09-41	1196	145
NSP-65	04-04-41	1174	210
NSP-67	07-30-41	1207	141
NSP-68	04-21-41	1163	266
NSP-70	05-22-41	1207	25
NSP-71	04-21-41	1165	488
NSP-72	04-04-41	1153	581
NSP-73	04-04-41	1165	460
NSP-74	05-07-41	1153	652

TO HAVE AND TO HOLD said interests in land and premises together with all rights and appurtenances thereto belonging and said personal property unto Grantee, its successors and assigns.

And Grantors do hereby covenant that TVA, as legal agent of the United States of America, is duly authorized and has the right to execute this conveyance of the above-described interests in land and that, subject to the reservations and encumbrances hereinabove set forth, Grantors will warrant and defend the title to the above-described interests in land against the lawful demands of all persons claiming by, through, or under Grantors, but not further or otherwise.

Grantee, by its acceptance of this instrument, agrees for itself and on behalf of its successors and assigns, that any activity affecting the floodplain at the Radnor, South Nashville, and West Nashville substations, including any additions to the substation sites or any draining, filling, or grading of the substation sites or the making of any additions to or modifications of the facilities located on the sites, shall be made in such manner as not to increase the incidence of flooding or flood damage potential and shall be consistent with all local regulations and ordinances affecting occupancy of or modifications to the floodplain. The above covenant shall be a real covenant and shall be binding on Grantee and any of Grantee's successors and assigns that may hereafter obtain any interest or control whatsoever in said substation sites or any part thereof.

It is mutually understood and agreed that the above-described interests in land and personal property are hereby conveyed to the Grantee "as is" and, other than the warranty of title set out above, Grantors make no warranties of any kind whatsoever (including any warranty of merchantability), express or implied, as to same.

It is further mutually understood and agreed by the delivery and acceptance of this instrument that, with respect to the interests in land and personal property hereby conveyed, the release and indemnity provisions contained in section 5 of the 1975 Agreement and section 6 of the 1978 Agreement, which would otherwise be reaffirmed herein and made applicable to and binding upon the Grantee in all respects, are hereby modified to apply only to the lease term. The above release and indemnity provisions shall, notwithstanding their terms, not be applicable to or binding upon the Grantee with respect to claims, demands, or causes of action of whatever nature grounded or based upon events, actions, or omissions occurring subsequent to the effective date of this instrument. Except as specifically provided otherwise herein, it is further mutually understood and agreed by the delivery and acceptance of this instrument that all rights and obligations of the parties under said Agreements will remain in full force and effect.

It is understood that no interests in land are hereby conveyed (a) in Parcel A2 (or TVA's switchhouse thereon) at the North Nashville 161-kV Substation, Parcel B2 (or the access driveway thereon) at the Radnor 161-kV Substation, the South Nashville 161-kV Substation site, or Parcel D2 at the West Nashville 161-kV Substation or (b) in the portion of the South Nashville-Old Hickory 69-kV Line located on rights-of-way retained by Grantors under item (E)(1) above, but TVA, to the extent it is legally able to do so, does hereby provide Grantee with permission to enter upon and use said areas for the sole purpose of operating, maintaining, repairing, rebuilding, and replacing the facilities being sold to Grantee hereunder located on said areas. Grantee agrees by its acceptance of this instrument that its use of

said areas is subject to the following provisions: (1) if, in TVA's sole judgment, Grantee's facilities, any operation or use thereof, or exercise of access thereto would at any time interfere with any existing or future use of said areas by TVA, Grantee shall at its expense relocate or rearrange said facilities or modify its operation or use to avoid such interference within 120 days after notification by TVA of such interference (provided, however, that at Grantee's request for good cause shown TVA may agree to extensions of up to 90 days to this time period), and if such relocation, rearrangement, or modification as may be required by TVA from time to time is made in accordance with arrangements satisfactory to TVA, Grantee may continue to operate and maintain said facilities on said areas and continue to have such access under the permission provided herein; (2) the release and indemnification obligations of Grantee provided for in section 5 of the 1975 Agreement and section 6 of the 1978 Agreement, with respect to the permission provided hereunder, are hereby modified such that, notwithstanding their terms, they shall apply to and be binding upon Grantee only if the personal injuries, property damage, or loss of life or property is caused by the negligence or other wrongful act or omission of Grantee, its agents or employees; and (3) TVA may revoke the permission provided herein upon 120 days' written notice to Grantee in which case TVA will assist Grantee in developing alternative arrangements to enable Grantee to continue to operate and have access to its facilities.

IN WITNESS WHEREOF, the Tennessee Valley Authority, acting herein for itself and as legal agent of the United States of America, and being duly authorized so to do, has caused this instrument to be signed, sealed, attested, and delivered in its own name and in the name of the United States of America by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the date first above written.

UNITED STATES OF AMERICA

By Tennessee Valley Authority
Its Legal Agent

and

TENNESSEE VALLEY AUTHORITY

Attest:

Assistant Secretary

By

Manager of Business Resources

BOOK 8825 PAGE 559

5987 12/29 0101 01CASH 56.00

STATE OF TENNESSEE)
) SS
COUNTY OF HAMILTON)

On the 21st day of October, 1992, before me appeared PATRICIA H. MILLER and JAMES N. PATE, to me personally known, who, being by me duly sworn, did say that they are the Manager of Business Resources and an Assistant Secretary, respectively, of the TENNESSEE VALLEY AUTHORITY, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation in its individual capacity and in its capacity as legal agent of the UNITED STATES OF AMERICA, by authority of its Board of Directors; and the said PATRICIA H. MILLER and JAMES N. PATE severally acknowledged said instrument to be the free act and deed of said corporation for itself and as legal agent of the UNITED STATES OF AMERICA.

WITNESS my hand and official seal at Chattanooga, Tennessee, the day and year aforesaid.

Bobby L. Lewis
Notary Public

My commission expires: Nov. 17, 1993

3124L