

## BILL OF SALE AND QUITCLAIM DEED

Made By  
TENNESSEE VALLEY AUTHORITY  
And  
UNITED STATES OF AMERICA  
To  
CITY OF HARRIMAN, TENNESSEE

THIS BILL OF SALE AND QUITCLAIM DEED, made and entered into as of the 20 day of March, 1997, effective as of the 1st day of March, 1993, by 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 CITY OF HARRIMAN, TENNESSEE, a municipal corporation duly created, organized, and existing under and by virtue of the laws of the State of Tennessee, as Grantee;

W I T N E S S E T H:

That for and in consideration of the sum of Five Hundred Fifty-eight Thousand Seven Hundred Dollars and Twenty-nine Cents (\$558,700.29) cash in hand paid, the receipt of which is hereby acknowledged, Grantors have granted, bargained, sold, assigned, and set over unto Grantee and do by these presents hereby grant, bargain, sell, assign, and set over unto Grantee the following described personal property, and Grantors have remised, released, and forever quitclaimed unto Grantee and do by these presents hereby remise, release, and forever quitclaim unto Grantee, its successors and assigns, such interests as Grantors may have in the following real property located in Roane County, Tennessee, to wit:

- (A) The approximately 3.71-acre portion (hereinafter called "Parcel 1" and identified on TVA's records as US-TVA Tracts HRMSS-1 and HRMSS-2) of TVA's

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

Harriman 161-kV Substation site and the approximately 0.34-acre right-of-way and easement rights for the associated access road (identified on TVA's records as US-TVA Tract HRMSS-3), which property rights are further described below, together with (1) the 161-69-13-kV transformer facilities, the 69-kV switching facilities, and all other TVA-owned facilities on Parcel 1 except as excluded hereinbelow, (2) the 161-kV circuit breaker installation 914 located on the remaining portion (hereinafter called "Parcel 2") of said substation site, and the 161-kV overhead busses extending from said breaker to the 161-kV transformer bus located on Parcel 1, and (3) the substation switchhouse located on Parcel 2; but excluding (a) 69-kV circuit breaker installation 634 and TVA's Harriman-Kingston 69-kV Line extending across Parcel 1, (b) the control and relaying facilities in the switchhouse on Parcel 2 for 69-kV circuit breaker 634 and for 161-kV motor-operated disconnect switches 949 and 959, including switchboard panels, control cables, and associated apparatus, and (c) any portable facilities and equipment (bearing TVA's numbered tags) which TVA chooses to remove.

A parcel of land located in the First Civil District of Roane County, State of Tennessee, approximately one mile east of Harriman as shown on TVA drawing LW-5708 and being more particularly described as follows:

Beginning at a point (Lat. 35° 56' 28" N.; Long. 84° 31' 51" W.) on the east side of the access road to TVA's Harriman 161-kV Substation site, said point being the southwest corner of the substation site (the southwest corner of US-TVA Tract HRMSS-1) and a point in the boundary of the United States of America's land; thence, with the boundary, N. 05° 16' E., 467.0 feet to a point; thence, S. 88° 55' E., 358.8 feet to a point; thence, leaving the line of the substation site, S. 06° 05' W., 445.4 feet to a point in the south line of the substation site; thence, with the south line of the substation site, S. 87° 31' W., 354.7 feet to the point of beginning and containing 3.71 acres, more or less.

Furthermore, an easement for road purposes on a strip of land and located in the First Civil District of Roane County,

State of Tennessee, approximately one mile east of  
Harriman as shown on TVA drawing LW-5708 and being  
more particularly described as follows:

Beginning at the point of beginning of the parcel described  
above; thence, along the side of an access road, S. 06°  
03' W., 276.2 feet to a point; thence, N. 83° 57' W.,  
27.0 feet to a point in the centerline of a county road;  
thence, with the centerline of the road, N. 05° 22' W.,  
65.7 feet to a point; thence, leaving the centerline of the  
road, N. 06° 03' E., 211.2 feet to a point; thence, N. 05°  
16' E., 100.0 feet to a point; thence, S. 84° 44' E., 40.0 feet  
to a point in the west line of the substation site; thence,  
with the west line of the substation site, S. 05° 16' W.,  
100.0 feet to the point of beginning and containing  
0.34 acre, more or less.

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

The source of the description of the above-described  
interests in land hereby quitclaimed is information  
contained in TVA's records.

The above-described interests in land being quitclaimed  
hereunder are hereby quitclaimed subject to the following:

- (1) Such rights as may be vested in third parties to a right-  
of-way for a road over US-TVA Tract HRMSS-2.
- (2) Such rights as may be vested in third parties to rights-  
of-way for roads over US-TVA Tract HRMSS-3.
- (3) 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)(c)) and (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, together with necessary rights of access to all of the aforesaid facilities referred to in items (i) and (ii) above.

US-TVA Tract HRMSS-1 was acquired by the United States of America by a deed from Danny Bullard and wife, Margaret Bullard, dated July 7, 1966, of record in Deed Book T-9, page 179, in the office of the Register of Roane County, Tennessee.

US-TVA Tract HRMSS-2 was acquired by the United States of America by a deed from Cecil Holt and wife, Blanch Holt, dated July 6, 1966, of record in Deed Book T-9, page 146, in the office of the Register of Roane County, Tennessee.

US-TVA Tract HRMSS-3 was acquired by the United States of America by a grant from Leona Blanch Bullard Holt, dated July 12, 1966, of record in Deed Book T-9, page 229, in the office of the Register of Roane County, Tennessee.

- (B) The Harriman-Harriman District No. 1 69-kV Line beginning at the Harriman 161-kV Substation and extending approximately 2.72 miles to the Harriman District Substation, including (1) tap and switch structure 22, (2) the 2.36-mile 69-kV line extending from tap and switch structure 22 (jumped to structure 435 in the 2.36 mile line) to the Northeast Harriman Substation, and (3) tap and switch structure 416A (Northeast Harriman Tap) in the 2.36 mile line, together with the easements and rights-of-way appurtenant thereto affecting property designated on TVA's records as US-TVA Tracts HP-2 through HP-14 and 176.5 feet of US-TVA Tract HP-15, all as shown on TVA drawing LW-1655, sheets 1 and 2; but excluding (1) all easements and rights-of-way appurtenant to the 69-kV line being conveyed which are common to those for TVA's Harriman-Kingston 69-kV Line and (2) the conductors, insulators, and attachment facilities for TVA's Northeast Harriman-Mossy Grove 69-kV Line extending from tap and switch structure 416A to the Mossy Grove Substation.

The source of the description of the above-described interests in land hereby quitclaimed is information contained in TVA's records.

The above-described easements and rights-of-way being quitclaimed hereunder were acquired by the United States of America by instruments of record in the office of the Register of Roane County, Tennessee, as follows:

<u>Tract</u>	<u>Recorded Date</u>	<u>Deed Book</u>	<u>Page</u>
HP-2	11-13-40	Q-5	465
HP-3	12-03-40	Q-5	540
HP-4	06-03-43	Z-5	111
HP-5	07-25-40	Q-5	79
HP-6	09-06-40	Q-5	223
HP-7	10-04-40	Q-5	329
HP-8	07-22-40	Q-5	55
HP-9	07-29-40	Q-5	89 and 91
HP-10	07-24-40	Q-5	77
HP-11	07-10-40	Q-5	12
HP-12	07-24-40	Q-5	75
HP-13	07-24-40	Q-5	73
HP-14	07-22-40	Q-5	59
HP-15	07-12-40	Q-5	25

- (C) The Harriman-Harriman District No. 2 69-kV Line beginning at the Harriman 161-kV Substation and extending approximately 2.69 miles to the Harriman District Substation, together with the easements and rights-of-way appurtenant thereto affecting property designated on TVA's records as the north 274 feet of US-TVA Tract LCH-72 and US-TVA Tracts LCH-74, LCH-81, LCH-82, LCH-84 through LCH-88, LCH-90, LCH-91, LCH-93, LCH-94, HHD-4, HHD-5, 2LCHR-1, and 2LCHR-2, all as shown on TVA drawings LW-2966, sheets 1 and 2, and LW-5702, sheet 1; but excluding all easements and rights-of-way appurtenant to said line which are common to those for TVA's Harriman-Kingston 69-kV Line.

The source of the description of the above-described interests in land hereby quitclaimed is information contained in TVA's records.

The above-described easements and rights-of-way being quitclaimed hereunder were acquired by the United States of America by instruments of record in the office of the Register of Roane County, Tennessee, as follows:

US-TVA Tracts LCH-72, LCH-74, LCH-81, LCH-82, LCH-84 through LCH-88, LCH-90, LCH-91, LCH-93, and LCH-94 were acquired by the United States of America by a deed from Tennessee Utilities Corporation, dated August 15, 1939, of record in Deed Book M-5, page 233.

US-TVA Tracts HHD-4, HHD-5, 2LCHR-1, and 2LCHR-2 were acquired by instruments of record as follows:

<u>Tract</u>	<u>Recorded Date</u>	<u>Deed Book</u>	<u>Page</u>
HHD-4	06-13-67	X-9	263
HHD-5	02-22-67	V-9	611
2LCHR-1	12-26-46	L-6	351
2LCHR-2	10-27-45	G-6	287

- (D) The section of TVA's Harriman District-Rockwood 69-kV Line beginning at the Harriman District Substation and extending approximately 4.09 miles to and including tap structure 50A at station 215+80 (Cardiff Valley Tap), together with the easements and rights-of-way appurtenant thereto affecting property designated on TVA's records as US-TVA Tracts HR-1 and HR-3 through HR-17, 253 feet of US-TVA Tract HR-18, and US-TVA Tracts HTLC-1 through HTLC-3, all as shown on TVA drawing LW-2433, sheets 1 and 2; but excluding the section of TVA's 69-kV line extending from tap structure 50A towards the Rockwood 161-kV Substation.

The source of the description of the above-described interests in land hereby quitclaimed is information contained in TVA's records.

The above-described easements and rights-of-way being quitclaimed hereunder were acquired by the United States of America by instruments of record in the office of the Register of Roane County, Tennessee, as follows:

<u>Tract</u>	<u>Recorded Date</u>	<u>Deed Book</u>	<u>Page</u>
HTLC-1	09-04-52	E-7	589
HTLC-2	09-04-52	E-7	587
HTLC-3	09-04-52	E-7	586
HR-1	11-30-45	H-6	3
HR-3	11-30-45	H-6	5
HR-4	04-18-55	S-7	17
HR-5	11-30-45	H-6	7
HR-6	11-30-45	H-6	9
HR-7	11-30-45	H-6	11
HR-8	11-30-45	H-6	13
HR-9	11-30-45	H-6	15
HR-10	11-30-45	H-6	17
HR-11	11-30-45	H-6	19
HR-12 and			
HR-14	11-30-45	H-6	21
HR-13	11-30-45	H-6	23
HR-15	11-30-45	H-6	25
HR-16	11-30-45	H-6	27
HR-17	11-30-45	H-6	29
HR-18	11-30-45	H-6	31

The above-described personal property is hereby conveyed and interests in land are hereby quitclaimed to Grantee, its successors and assigns, forever.

The above-described interests in land hereby quitclaimed have been identified by Grantors as real property on which no hazardous substances and no petroleum products or their derivatives (including aviation fuel and motor oil) were stored for one year or more, known to have been released, or disposed of. Grantors covenant that any response action or corrective action necessary after the effective date of this instrument to protect human health and the environment with respect to any hazardous substance or petroleum product or its derivatives (including aviation fuel and motor oil) that was present on such real property on the effective date of this instrument shall be conducted by Grantors. Such real property is hereby quitclaimed subject to such rights of access for Grantors as may be necessary in any case in which a response action or corrective action is found to be necessary after the effective date of this instrument at such property, or such access is necessary to carry out a response action or corrective action on adjoining property.

It is mutually understood and agreed by the delivery and acceptance of this instrument that the above-described personal property is hereby conveyed and interests in

land are hereby quitclaimed to Grantee "as is" and, other than the response action or corrective action warranty set out above, Grantors make no warranties of any kind whatsoever (including any warranty of merchantability), express or implied, as to same.

It is understood that no interests in land are hereby quitclaimed (a) in the easements and rights-of-way which are retained by Grantors under item (B)(1) and paragraph (C) above affecting sections of the Harriman-Harriman District No. 1 and the Harriman-Harriman District No. 2 69-kV Lines, (b) in Parcel 2 (at the Harriman 161-kV Substation) or (c) in the Watts Bar Reservoir land, but TVA, to the extent it is legally able to do so, does hereby provide Grantees with permission to enter upon and use said areas (including the portion of the access driveway on Parcel 2) for the sole purpose of operating, maintaining, repairing, rebuilding, and replacing the facilities being sold to Grantee 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 their 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) Grantee shall waive, and release the United States of America, TVA, and their agents and employees from, and shall indemnify and save harmless the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action including, without limitation, those for personal injuries, property damage, loss of life or property, or consequential damages sustained by Grantee, its agents or employees, or third parties, arising out of or in any way connected with the use, maintenance, operation, failure, revision, repair, replacement, or removal of any of Grantee's facilities on, or Grantee's occupancy or use of, said areas; provided, however, that this provision (2) shall apply only if the personal injuries, property damage, loss of life or property, consequential damages, or other damage or loss is caused by the negligence or other wrongful act or omission of Grantee or its agents or employees; and (3) TVA may revoke all or a portion of 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, Grantors have caused this instrument to be executed  
by their duly authorized representatives, as of the date first above written.

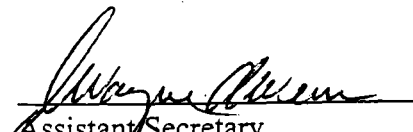
UNITED STATES OF AMERICA

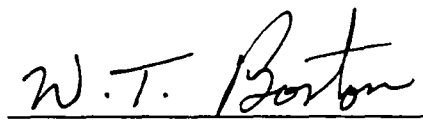
By Tennessee Valley Authority  
Its Legal Agent

and

Attest:

TENNESSEE VALLEY AUTHORITY

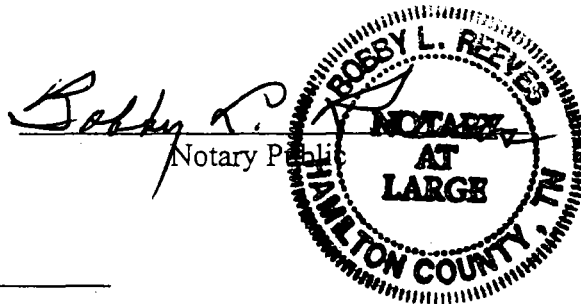
  
Assistant Secretary

By   
Manager, Pricing  
Customer Service and Marketing

STATE OF TENNESSEE    )  
                                      ) SS  
COUNTY OF HAMILTON )

On the 20<sup>th</sup> day of Mar., 1997, before me appeared W. T. BOSTON and J. WAYNE OWENS, to me personally known, who, being by me duly sworn, did say that they are the Manager, Pricing, Customer Service and Marketing, 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 W. T. BOSTON and J. WAYNE OWENS 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.



My commission expires: \_\_\_\_\_

**BOBBY L. REEVES, Notary Public**  
**At Large, State of Tennessee**  
**My Commission Expires Oct. 22, 1997**



Tennessee Valley Authority, 400 West Summit Hill Drive, Knoxville, Tennessee 37902-1499

March 31, 1997

Mr. Richard Hall, Manager  
Harriman Utility Board  
PO Box 434  
Harriman, Tennessee 37748

Dear Dick:

This is to acknowledge that we have received from the Harriman Utility Board the sum of Five Hundred Fifty-eight Thousand Seven Hundred Dollars and Twenty-nine Cents (\$558,700.29) as consideration for the conveyance by TVA and the United States of America of certain substation and transmission facilities and properties, which are more particularly described in the Quitclaim Deed and Bill of Sale duly executed and delivered herewith.

Please acknowledge receipt of the conveyance instrument on four of the enclosed copies of this letter and return them to me.

Sincerely,

*Esther R. Ruffner*

Esther R. Ruffner  
Knoxville Customer Service Manager

Enclosure

Receipt of instruments acknowledged this 28 day of April, 1997.

HARRIMAN UTILITY BOARD

By *Richard M. Hall*  
Manager