

Prepared by:

TVA TRACT NO. \_\_\_\_\_

Tennessee Valley Authority  
1101 Market Street, \_\_\_\_\_  
Chattanooga, Tennessee 37402-2801  
Telephone: \_\_\_\_\_

GRANT OF TERM EASEMENT  
FOR COMMERCIAL CAMPGROUND FACILITIES

THIS GRANT OF TERM EASEMENT, effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the UNITED STATES OF AMERICA (sometimes hereinafter referred to as "GRANTOR"), acting by and through its legal agent, the TENNESSEE VALLEY AUTHORITY (sometimes hereinafter referred to as "TVA"), a corporation created by an act of Congress known as the Tennessee Valley Authority Act of 1933, as amended, and \_\_\_\_\_ (sometimes hereinafter referred to as "GRANTEE");

W I T N E S S E T H:

WHEREAS TVA is authorized by 40 U.S.C. § 1314 to grant to an applicant, on behalf of the United States of America, such easements affecting federal property in its custody and control as TVA's Board of Directors determines will not be adverse to the interests of the GRANTOR; and

WHEREAS in considering GRANTEE's application, TVA's Board of Directors has determined that the granting of the following described easement, subject to the conditions provided herein, will not be adverse to the interests of GRANTOR;

NOW, THEREFORE, in consideration of the premises and of the provisions of this grant of easement:

1. GRANTOR, pursuant to the provisions of 40 U.S.C. § 1314, and subject to all of the terms, conditions, covenants, reservations, restrictions, exceptions, and/or limitations contained in this grant of easement and exhibits hereto, hereby gives and grants, transfers, and conveys to GRANTEE, its successors and assigns, a nonexclusive term easement for a term of thirty (30) years from the effective date hereof for commercial recreation purposes for the construction, maintenance, development, and operation thereon and therein of commercial campground facilities, a day use area, and associated improvements and recreational facilities as may be authorized in advance and in writing by GRANTOR, including but not limited to improvements such as camping sites, restrooms, bathhouses, showers, concession stands, a general store, picnic sites, and parking areas, as well as the use of any roads, water service lines and facilities, improvements, sewage collection and disposal facilities, and equipment of GRANTOR which may be attached to or located in or on said land, all for the benefit and enjoyment of the general public pursuant to the terms, conditions, covenants, reservations, restrictions, exceptions, and/or limitations contained herein without distinction or discrimination, including discrimination on account of race, color, sex, national origin, disability, or age, as may be necessary or incidental to commercial recreation purposes, all in, on, over, across, upon, through, or under certain land located in \_\_\_\_\_ County, \_\_\_\_\_, designated as TVA Tract No. \_\_\_\_\_ RE and more particularly described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and made a part hereof.

In addition, GRANTOR conveys to GRANTEE: (1) the appurtenant right to cross and recross and the right to permit the general public to cross and recross those lands of the United States of America in the custody of TVA fronting TVA Tract No. \_\_\_\_\_ RE which may at any time and from time to time lie exposed and unsubmerged between the \_\_\_\_-foot mean sea level

(msl) contour elevation and the waters of \_\_\_\_\_ Reservoir (hereinafter referred to as the "Abutting Shoreline Area") for purposes of ingress and egress to and from the waters of \_\_\_\_\_ Reservoir for commercial recreational purposes; and (2) the appurtenant right to construct and maintain on the Abutting Shoreline Area and in the waters of \_\_\_\_\_ Reservoir immediately adjacent to said Abutting Shoreline Area (hereinafter referred to as the "Adjacent Waters"), solely at locations and in accordance with plans approved in advance and in writing by TVA, boat launching ramps and boat docking facilities and other commercial recreational facilities that support the campground facilities on TVA Tract No. \_\_\_\_\_ RE and are not subject to damage if flooded, which shall be made available for use by the general public. It is expressly stipulated as a condition of this grant of easement that said Abutting Shoreline Area and Adjacent Waters may be used and improved only as specifically provided in this paragraph, and subject always to TVA's advance approval and the applicable terms, conditions, covenants, reservations, restrictions, exceptions, and/or limitations of this easement grant.

TVA Tract No. \_\_\_\_\_ RE, the Abutting Shoreline Area, and the Adjacent Waters are hereinafter collectively referred to as the "Easement Area."

2. This entire grant is expressly made upon and subject to the following conditions which shall be binding upon GRANTEE, its successors and assigns: The Easement Area shall be used solely for commercial recreation purposes only to construct, maintain, develop, and operate a commercial campground and related facilities, and for no other purpose or purposes. All improvements placed upon the Easement Area shall be approved in advance and in writing by TVA.
3. Payment provision: select either percent of gross revenues or market value

**Gross Revenue:**

At execution of this easement, GRANTEE shall pay GRANTOR as rent for this easement covering the period from [date to date] the guaranteed minimum payment of \_\_\_\_\_ AND XX/100 DOLLARS (\$xxx.xx). In addition, at execution, GRANTEE shall pay GRANTOR TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) as the first of five equal payments for administrative costs.

Thereafter, GRANTEE shall make rent payments for this easement in accordance with the terms of and schedule set forth in Exhibit C, which is attached hereto and made a part hereof. GRANTEE shall pay GRANTOR as rent for each calendar year of the remainder of the easement term the greater of (1) the sum of the quarterly minimum rental payments specified in Exhibit C or (2) the sum of one percent (1%) of gross revenues from boat and fuel sales, two percent (2%) of gross revenues from restaurant sales, four percent (4%) of gross revenues derived from operations developed by the GRANTEE, and six percent (6%) of gross revenues derived from operations developed by the GRANTOR.

As reflected in Exhibit C, minimum rental payments shall be due quarterly in advance on January 1, April 1, July 1, and October 1 of each year of the easement term in the amounts indicated in Exhibit C. Payments are due automatically without notice and should be mailed to either the address on the pertinent invoice or, if no invoice is provided, to TVA Treasury, Department 888018, Knoxville, Tennessee 37995-8018. Payment should include reference to RLR Number \_\_\_\_\_.

Any future increase or decrease in the number of campsites on the Easement Area or in the usage of the Adjacent Waters (including a change in harbor limits or area used as approved by TVA) will proportionately increase or decrease, as appropriate, the rent associated with this easement and will require a corresponding change to Exhibit C. Once such proposed

increases or decreases have been approved by TVA, the easement payments reflecting the new rent amount will be adjusted accordingly beginning on the first day of the next quarter following TVA approval. TVA will prepare a new Exhibit C to reflect the new payments using the same methodology as was used to prepare the initial Exhibit C. The Annual Escalation Rate reflected in the initial Exhibit C shall remain the same throughout the term of this Grant of Term Easement. GRANTEE shall reimburse TVA for any and all administrative and environmental review costs incurred by TVA associated with such a change, including without limitation the cost to prepare a new Exhibit C and any related amendments to the Grant of Term Easement to incorporate such new Exhibit C.

On or before April 30 of each calendar year, beginning [day/year], GRANTEE shall pay TVA any additional rent amount due based on the annual gross revenues generated during the preceding calendar year, and shall also deliver to TVA a statement showing the gross revenues for the preceding calendar year. Such statement shall be certified by GRANTEE. Such statement shall also be compiled and signed by a Certified Public Accountant (CPA) if the GRANTEE is reporting less than ONE MILLION DOLLARS (\$1,000,000.00) in revenue, or reviewed and signed by a CPA if the GRANTEE is reporting ONE MILLION DOLLARS (\$1,000,000.00) in revenue or greater. As an alternative to having the statement signed by a CPA, a copy of Schedule C (or equivalent) of the federal and state tax returns prepared and signed by a CPA may be submitted; however, a statement identifying the gross revenues must still be signed by the GRANTEE and submitted to TVA. Statements must clearly identify the various revenue sources from the operations on the Easement Area. GRANTEE shall support its statement of gross revenues by submitting a TVA Annual Gross Revenue Summary Sheet in a form provided by TVA and copies of all State and Local Sales and Use Tax Forms submitted to the State Government each calendar year. In the event of termination of the easement for any reason, documentation of gross revenues and any additional rent amount due based on the gross revenues for the terminating year shall be provided to TVA within sixty (60) days of said termination event.

Rent payments for any partial year shall be based on the gross revenues received during such partial year but shall not be less than the portion of the guaranteed minimum rent allocable to such partial year on a 365-day year basis. Any rent payments due for any period less than three months shall be apportioned to cover the period beginning after the start of any particular quarter or the period ending before the end of any particular quarter, as applicable.

For the purpose of this easement, "gross revenues" shall include all sales proceeds, rentals, fees, or other payment from all operations on the Easement Area, whether received by GRANTEE or by lessees, licensees, or concessionaires operating on the Easement Area. "Gross revenues" shall not include: (1) amounts collected from customers and paid by GRANTEE, lessees, licensees, or concessionaires to any government for any sales, use, or excise tax; (2) proceeds from the sale of hunting and fishing licenses; or (3) the amount collected from customers for electrical service which is metered to the customer, collected by GRANTEE as the servicing agent, and paid to a distributor of TVA power.

GRANTEE shall at all times keep records and books of accounts based on generally accepted accounting principles covering business operations conducted by GRANTEE upon the Easement Area and shall, whenever and as often as GRANTOR and/or TVA may request, transmit operating statements and other reports relating to GRANTEE's activities and operations hereunder. Such books and records may be examined by auditors representing GRANTOR and/or TVA either at a mutually agreeable location or upon the Easement Area during business hours. Such audit shall be at TVA's own expense; provided, however, that if the reported revenue differs from the actual revenue by ten percent (10%) or greater, GRANTEE shall pay to TVA (1) the underreported overdue rent amount upon and in accordance with invoice by TVA, (2) the reasonable cost of the audit, (3) interest on the

underreported overdue rent amount (see below), and (4) a penalty in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) plus twenty percent (20%) of the underreported overdue rent amount. Inaccurate reporting of revenues may be a basis for termination in accordance with the provisions of Section 5. hereof. GRANTEE shall include in any lease, license, or concession agreement provisions requiring the keeping of records and books of account of operations thereunder adequate for the verification of the gross revenues from such operations and allowing examination of such records and books by GRANTOR and/or TVA during business hours.

GRANTEE shall require all lessees, licensees, and concessionaires to report gross revenues to GRANTEE, and all such gross revenues shall be deemed "gross revenues" for the purpose of calculating rent owed by GRANTEE. GRANTEE shall furnish to TVA at the same time it provides copies of its own gross revenues reports copies of all gross revenues reports furnished by lessees, licensees, and concessionaires.

In addition to rent payments and as reimbursement to TVA for administrative costs, GRANTEE shall also make four payments of TEN THOUSAND AND NO/100 DOLLARS (\$10,000) each to TVA, and such payments shall be due on January 1 of 2014, 2015, 2016, and 2017.

GRANTEE shall pay interest to TVA at the rate payable by TVA under the Prompt Payment Act (31 U.S.C. §§ 3901-3906) on any overdue amount. Interest shall run from the date payment is due under this easement until the date TVA receives payment or the date the remittance is postmarked, whichever is earlier. In addition to the interest charge for late payment, GRANTEE shall pay TVA an administrative fee, currently fixed at TWENTY-FIVE AND NO/100 DOLLARS (\$25.00), as a result of such late payment. Payment of interest and the administrative fee shall be due thirty (30) days after the date of TVA's invoice for said payment.

Failure to make any rent, interest, administrative, or other payment as set forth herein may be a basis for termination in accordance with the provisions of Section 5. hereof.

**MV:**

At execution of this easement, GRANTEE shall pay GRANTOR as rent for this easement covering the period from [date to date] the amount of \_\_\_\_\_ AND XX/100 DOLLARS (\$xxxx.xx). In addition, at execution, GRANTEE shall pay GRANTOR TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) as the first of five equal payments for administrative costs.

Thereafter, GRANTEE shall make rent payments for this easement at the rates and on the dates reflected in Exhibit C, which is attached hereto and made a part hereof, representing the fair rental value of the easement. As reflected in Exhibit C, the rent payments shall be due quarterly in advance on January 1, April 1, July 1, and October 1 of each year of the easement term in the amounts indicated in Exhibit C. Payments are due automatically without notice and should be mailed to either the address on the pertinent invoice or, if no invoice is provided, to TVA Treasury, Department 888018, Knoxville, Tennessee 37995-8018. Payment should include reference to RLR Number \_\_\_\_\_.

Any future increase or decrease in the acreage of the Easement Area (including a change in harbor limits as approved by TVA) will proportionately increase or decrease, as appropriate, the fair rental value associated with this easement and will require a corresponding change to Exhibit C. Once such proposed increases or decreases have been approved by TVA, the easement payments reflecting the new fair rental value will be adjusted accordingly beginning on the first day of the next quarter following TVA approval. TVA will prepare a new Exhibit C to reflect the new payments using the same methodology as was used to prepare the initial Exhibit C. The Rate of Return and the Annual Escalation Rate reflected in the initial Exhibit C shall remain the same throughout the term of this Grant of Term Easement. GRANTEE shall

reimburse TVA for any and all administrative and environmental review costs incurred by TVA associated with such a change, including without limitation the cost to prepare a new Exhibit C and any related amendments to the Grant of Term Easement to incorporate such new Exhibit C.

TVA or GRANTEE may seek a reappraisal of the Grant of Term Easement at their own respective expense after the fifth (5th) year of the easement term and at intervals of not less than five (5) years thereafter. Any appraisal obtained by GRANTEE must be performed by an appraiser acceptable to TVA, and such appraisal shall be subject to approval by TVA. Once a new appraisal has been approved by TVA, the easement payments reflecting the new fair rental value will be adjusted accordingly beginning on the first day of the next quarter following TVA approval. TVA will prepare a new Exhibit C to reflect the easement payment adjustment using the same methodology as was used to prepare the initial Exhibit C. The Rate of Return and the Annual Escalation Rate reflected in the initial Exhibit C shall remain the same throughout the term of this Grant of Term Easement. If GRANTEE seeks reappraisal of the easement, GRANTEE will pay for cost of appraisal and shall reimburse TVA for any and all administrative costs incurred by TVA associated with the preparation of a new Exhibit C and any related amendments to the Grant of Term Easement to incorporate such new Exhibit C; TVA shall bear such costs if TVA seeks reappraisal.

Any rent payments due for any period less than three months shall be apportioned to cover the period beginning after the start of any particular quarter or the period ending before the end of any particular quarter, as applicable.

In addition to rent payments and as reimbursement to TVA for administrative costs, GRANTEE shall also make four payments of TEN THOUSAND AND NO/100 DOLLARS (\$10,000) each to TVA, and such payments shall be due on January 1 of 2014, 2015, 2016, and 2017.

GRANTEE shall pay interest to TVA at the rate payable by TVA under the Prompt Payment Act (31 U.S.C. §§ 3901-3906) on any overdue amount. Interest shall run from the date payment is due under this easement until the date TVA receives payment or the date the remittance is postmarked, whichever is earlier. In addition to the interest charge for late payment, GRANTEE shall pay TVA an administrative fee, currently fixed at TWENTY-FIVE AND NO/100 DOLLARS (\$25.00), as a result of such late payment. Payment of interest and the administrative fee shall be due thirty (30) days after the date of TVA's invoice for said payment.

Failure to make any rent, interest, administrative, or other payment as set forth herein may be a basis for termination in accordance with the provisions of Section 5. hereof.

4. GRANTEE, by accepting this grant, covenants and agrees on behalf of itself, its successors, and assigns, that the following shall constitute real covenants which shall attach to and run with the easement hereby granted, and which shall also be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, succession, or otherwise:

- (a) GRANTEE shall construct, maintain, develop, and operate the Easement Area for commercial recreation purposes in accordance with the provisions of this easement under a program designed to provide commercial campground facilities and associated improvements and recreational facilities and services of a scope and quality reasonably adequate to meet the needs of the general public desiring such facilities and services at this location, and it will continue to do so throughout the term of this easement. Further, GRANTEE shall not, without the consent of TVA, at any time operate or use the Easement Area or permit it or any part of it to be operated or used for any other purpose.

- (b) GRANTEE shall not construct, maintain, operate, or use buildings, facilities, structures, or improvements of any nature, place equipment, conduct any dredging activities, or place fill material on any portion of the Easement Area, nor shall GRANTEE make any modifications to, or alter in any way, any wetlands, shoreline vegetation, or floodplains within the Easement Area, now or in the future, except such as are constructed, maintained, operated, used, placed, conducted, or modified in accordance with plans and specifications which shall first have been approved in writing by TVA. All buildings, facilities, structures, improvements, and equipment placed in or upon the Easement Area by GRANTEE shall be at its sole risk. [[The buildings, facilities, structures, or improvements listed on Exhibit D, which is attached hereto and made a part hereof, have been previously approved by TVA.]]
- (c) GRANTEE shall not construct any structure or facility for which approval is required under Section 26a of the Tennessee Valley Authority Act of 1933, as amended, until plans for such structure or facility have been submitted to TVA and have been approved in writing in accordance with established procedures. Nothing in this instrument shall be construed as constituting or evidencing such approval by TVA. Without limitation of the foregoing, all structures and facilities proposed to be constructed below the \_\_\_\_-foot msl contour elevation, including on the Abutting Shoreline Area or in the Adjacent Waters, will require advance written approval from TVA pursuant to said Section 26a and shall be subject to the terms and conditions of any approvals issued thereunder.
- (d) GRANTEE shall control all emissions of pollutants that might be discharged or released directly or indirectly into the atmosphere, into any stream, lake, reservoir, watercourse, or surface or subterranean waters, or into or on the ground from any part of the Easement Area, in full compliance with all applicable standards and requirements relating to pollution control of any kind now in effect or hereafter established by or pursuant to federal, state, or local statutes, ordinances, codes, or regulations. GRANTEE shall indemnify, defend, and hold harmless GRANTOR and TVA from any and all claims, costs, or losses that may arise as a result of GRANTEE's breach of this provision.

If there is a discharge or release of a hazardous substance, material, or waste, or of any pollutant or other substance, in or from the Easement Area by any person or entity other than GRANTOR or TVA for which a cleanup, remediation, restoration, removal, or other action (hereinafter, individually and collectively, referred to as "environmental response") is ordered or required pursuant to any federal, state, or local statute, regulation, or ordinance (including, without limitation, discharges or releases which spread or move in whole or in part beyond the Easement Area to other areas owned by GRANTOR), GRANTEE shall bear full responsibility for the cost (including, without limitation, natural resources damages and costs) of said environmental response, and shall not seek any contribution or indemnification from GRANTOR or TVA for all or any portion of said costs; provided, however, that nothing in this covenant is intended to or shall preclude GRANTEE from seeking indemnification or contribution from any other person or entity, and provided further that nothing herein shall create any rights in or be enforceable by any person or entity other than GRANTOR, TVA, or their respective successors and assigns.

- (e) GRANTEE agrees to indemnify GRANTOR and TVA 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 Easement 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 GRANTOR or TVA.

- (f) Unless specifically authorized by TVA, no substances listed as hazardous under the Resource Conservation Recovery Act of 1976, as amended, The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, The National Oil and Hazardous Substance Pollution Contingency Plan, or any other federal, state, or local law or regulation except as are usual and customary in the normal course of conducting the activities allowed or authorized to be conducted under the terms of this easement shall be brought onto or used on the Easement Area by the GRANTEE or its agents, employees, or contractors. TVA shall not provide such authorization unless and until TVA receives from GRANTEE a written statement setting forth (1) the exact name and quantity of the hazardous substances to be brought onto the Easement Area; (2) the reason for bringing the hazardous substances onto the Easement Area; (3) the protective practices to be instituted; and (4) the counter-measures and cleanup practices to be used in the event of a discharge or release. Nothing herein shall be construed to require TVA to provide such authorization. If a discharge or release occurs, GRANTEE shall notify TVA at 1-800-237-2322 within twenty-four (24) hours and shall notify federal, state, and local authorities in accordance with applicable laws and regulations. GRANTEE shall provide TVA copies of all correspondence and reports submitted to regulatory authorities in connection with placement or discharge or release of hazardous substances on the Easement Area. Except as provided hereinabove, GRANTEE shall provide TVA a complete accounting of the hazardous substances brought onto the Easement Area by the GRANTEE, including the beginning and ending dates that the substances were present on the Easement Area and the ultimate disposition of the substances.
- (g) GRANTEE shall not permit or suffer any offensive or illegal activity on or use of the Easement Area. Furthermore, GRANTEE shall not permit or suffer the commission of waste thereon, shall keep the Easement Area and all improvements thereon or therein in a safe condition and in good order and appearance satisfactory to TVA, and shall collect and dispose of all trash, garbage, and other solid wastes accumulated or left on said Easement Area in accordance with applicable laws and regulations, including applicable sanitation regulations, and with sufficient frequency to keep the Easement Area in an orderly and sanitary condition satisfactory to TVA.
- (h) GRANTEE shall conduct all land-disturbing activities on the Easement Area in accordance with best management practices to control erosion and sedimentation so as to prevent adverse impacts on water quality and related aquatic interests in order to meet the requirements of Section 208 of the Clean Water Act and implementing regulations. Furthermore, GRANTEE shall actively maintain the Easement Area to prevent erosion, protect water quality, and preserve aquatic habitat.
- (i) GRANTEE agrees that all clearing shall be held to a minimum, and natural vegetation, selected wildlife plantings, riprap, and/or filter fabric will be used to stabilize disturbed areas and prevent runoff, and said disturbed areas shall be back-filled as required by approved construction plans, and resodded, reseeded or otherwise restored to TVA's satisfaction and in such a manner as to be aesthetically pleasing and compatible with the surrounding environment.
- (j) GRANTEE shall avoid the use of chemicals, including herbicides and pesticides, if practicable; shall use only such chemicals, including herbicides and pesticides, as have

been registered in accordance with guidelines set forth by the Environmental Protection Agency in accordance with label directions; and shall prevent any entry of chemicals, including herbicides and pesticides, into the reservoir.

- (k) No gasoline or petroleum storage tanks shall be allowed on the Easement Area unless approved in advance and in writing by TVA.
- (l) GRANTEE shall take all reasonable precautions to prevent and suppress forest, grass, and other fires upon the Easement Area.
- (m) GRANTEE shall conduct all activities associated with the exercise of rights granted hereunder in such a manner as to: 1) comply with all applicable local, state, and federal laws and regulations, and such general rules and regulations as GRANTOR may prescribe with respect to its property or properties under its control from time to time; and 2) protect the environment. Furthermore, GRANTEE shall be responsible for obtaining all necessary licenses, permits, and/or approvals required by local, state, or federal statutes and regulations prior to the commencement of any activities associated with the exercise of rights granted hereunder.
- (n) GRANTEE shall not disturb or alter in any way the existing state of any archaeological sites, human remains, funerary objects, sacred objects, objects of cultural patrimony, or any other archaeological resources which may be discovered or identified on or under the Easement Area. Upon the discovery of any such items, GRANTEE shall immediately stop all activity in the area of the discovery, make a reasonable effort to protect such items, and notify TVA's Cultural Compliance Staff by telephone at (865) 632-3660. GRANTEE shall also provide written notification of such discovery to TVA, Cultural Compliance, 400 West Summit Hill Drive, WT 11-D, Knoxville, Tennessee 37902. GRANTEE shall not resume work in the area of the discovery until approved by TVA.
- (o) GRANTEE shall monitor the Easement Area for vector-related problems (i.e., disease-carrying mosquitoes, vermin, etc.) and immediately report such problems to TVA, and GRANTEE shall assume full responsibility for the control of any vector-related problems that are associated with GRANTEE's operations on the Easement Area, subject to the rights of TVA to continue in the conduct of its vector control operations as necessary.
- (p) GRANTEE shall not locate or construct any buildings, facilities, structures, improvements, or equipment subject to flood damage, unless located or constructed above or flood-proofed to TVA's flood risk profile elevation of \_\_\_\_-foot msl.
- (q) Any future development proposed within the limits of the 100-year floodplain, elevation \_\_\_\_\_-feet msl, must be consistent with the requirements of Executive Order 11988.
- (r) All future development must be consistent with the requirements of TVA's Flood Control Storage Loss Guideline.
- (s) GRANTEE shall promptly pay, or shall promptly reimburse GRANTOR as appropriate, for all ad valorem taxes, or other increases in taxes, charges, or governmental assessments, which may be imposed by the State of \_\_\_\_\_ or its political subdivisions related to GRANTEE's use of the Easement Area, including without limitation any taxes or increases upon GRANTEE's buildings, structures, facilities, improvements, equipment, or other property related to this easement or upon GRANTEE's operations under this easement.

- (t) GRANTEE shall procure and maintain in effect during the full term of this easement a policy or policies of commercial general liability insurance in such form as TVA may approve in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence for bodily injury and property damage combined single limits, under which the United States of America, TVA, and their respective agents, servants, and employees shall be named as additional insureds, as their interests may appear, and insuring against any and all claims, demands, damages, actions, causes of action, costs, and charges to which they or any of them may be subject resulting from or in any way connected with the condition or use of the Easement Area. The policy or policies shall be written by an insurance company or companies which shall be rated A or better by A.M. Best Company and are licensed to do business in \_\_\_\_\_, or are an accepted surplus lines carrier. The insurance carrier or carriers and form of policies shall be subject to TVA's acceptance. A certificate of insurance evidencing such policy or policies shall be delivered to TVA by GRANTEE in advance of the commencement of operations by GRANTEE hereunder and as requested by TVA from time to time. If GRANTEE shall be in default in procuring or maintaining such insurance, TVA may procure such insurance, in which event the premium or premiums therefor shall be paid by GRANTEE within thirty (30) days after receipt of TVA's invoice therefor.
- (u) In order to ensure that GRANTEE fulfills its rental payment obligation hereunder and its obligation to maintain during its occupancy and to leave the Easement Area in a clean, orderly, and sanitary condition and repair damage resulting from the removal of any improvements, structures, or equipment upon termination of this easement, and in order to compensate TVA for any administrative costs incurred by TVA staff in pursuing these items, GRANTEE shall: (1) procure and maintain in effect for a term ending not less than seven (7) months after the termination date of this easement an irrevocable letter of credit naming TVA as the sole beneficiary in a form and with a financial institution acceptable to TVA in an amount of not less than \_\_\_\_\_ AND NO/100 DOLLARS (\$\_\_\_\_\_); or (2) deliver to TVA a cash deposit in the full amount of \_\_\_\_\_ AND NO/100 DOLLARS (\$\_\_\_\_\_); provided, however, that GRANTOR may, in its sole discretion, at any time with thirty (30) days' notice to GRANTEE, increase or decrease the required amount of the letter of credit or cash deposit to take into account changes in anticipated costs of cleanup and restoration due to economic growth, additional or reduced development on the Easement Area, inflation, or other factors. GRANTEE shall provide to TVA documentation satisfactory to TVA as evidence that the required letter of credit or cash deposit has been procured in advance of the commencement of operations by GRANTEE hereunder and will remain in effect in accordance with the provisions hereof. Further, GRANTEE shall provide complete financial statements for the preceding calendar year when requested by TVA. In its sole and absolute discretion, GRANTOR may waive the requirement for a letter of credit or cash deposit based on GRANTEE's financial condition, and such waiver may be rescinded at any time GRANTOR determines that GRANTEE's financial condition is not sufficient to justify such waiver. If GRANTEE provides a cash deposit to TVA to satisfy the requirements of this paragraph, TVA shall return to GRANTEE within a reasonable period of time the balance of such cash deposit and any accrued interest, if any, that remains following TVA's use of such cash deposit for the purposes identified herein. For construction activities, TVA may require GRANTEE to procure and maintain in effect during the period of construction a performance bond or similar performance assurance secured by a third party acceptable to TVA in an amount and form determined by TVA in its sole and absolute discretion.
- (v) GRANTEE shall be responsible for maintaining supervision over the Easement Area sufficient to control and secure the Easement Area. As between GRANTOR and GRANTEE, GRANTEE shall be solely responsible for contacting appropriate local, state,

or federal officials to handle law and enforcement matters; provided, however, nothing herein shall be construed to diminish the police powers of appropriate TVA officials.

- (w) GRANTEE shall be responsible for all utilities and damage deposits for security lights, water, electricity, and telephone services to the Easement Area. All power installations must have a disconnect located at or above the TVA Flood Risk Profile elevation of \_\_\_-foot msl and be accessible during flood events. Electric service shall comply with the National Electric Code standards and with applicable laws and regulations. By May 1 of the calendar year following the 5-year anniversary of the effective date of this easement, and each five years thereafter, GRANTEE shall provide written confirmation from a licensed electrician confirming such compliance with the then-current National Electric Code standards.
- (x) In the event of an emergency situation related to the provision of any utility, as determined by a certified or licensed professional, GRANTOR may provide notice of such emergency to GRANTEE. GRANTEE shall effect the cessation of service of the affected utility within twenty-four (24) hours of receipt of such notice. If GRANTEE fails to effect the cessation of service of the affected utility within twenty-four (24) hours of receipt of GRANTOR's notice, GRANTOR may enter the Easement Area to effect the cessation of service and, if necessary, secure the relevant utility cutoff. GRANTEE shall promptly resolve the emergency situation to the satisfaction of the certified or licensed professional and shall not pursue resumption of service of the affected utility until such emergency situation is resolved.
- (y) In accordance with TVA regulations, no watercraft or floating structure equipped with a marine toilet shall be moored at the Easement Area unless such toilet is in compliance with all applicable statutes and regulations. No vessels shall be used for human habitation. Occasional recreational overnight use shall not be considered human habitation.
- (z) Non-navigable houseboats or boathouses shall not be permitted to be moored at the Easement Area, except such non-navigable houseboats as have been approved by TVA and are maintained in accordance with Section 26a of the TVA Act and its implementing regulations.
- (aa) Docks, piers, boat slips, and other water-use facilities are for the temporary use of campers only. The rental or use of such water-use facilities by persons or entities other than current campers is prohibited unless approved in advance and in writing by TVA. Any approved water-use facilities are not intended to serve as a marina, but are instead available only for incidental use by current campers. GRANTEE must apply for and receive additional approvals from TVA in order to construct and operate commercial marina facilities.
- (bb) GRANTEE shall maintain and repair water distribution (beyond meter centers) and sewer collection and disposal systems on the Easement Area.
- (cc) GRANTEE will be responsible for right-of-way maintenance (limbs & trees) from the primary electric meter throughout the Easement Area for the overhead electrical service.
- (dd) GRANTEE will be required to obtain prior written TVA approval for any proposed special events on the Easement Area and to give TVA a thirty (30)-day notice of any proposed

events. TVA will determine whether the special event is consistent with the terms of this easement.

- (ee) GRANTEE will be subject to inspection of operational, financial, and other documentation of easement compliance, at TVA's discretion, throughout the term of the easement.
- (ff) GRANTEE shall post and maintain signage, in a form and design as approved in advance and in writing by TVA, which acknowledges the subject term easement is located on TVA land.
- (gg) GRANTEE shall not construct, operate, or erect any signs, gates, or barriers of any nature restricting access to any existing roads or any other means of ingress and egress to, from, and across said Easement Area without first receiving written approval by TVA.
- (hh) GRANTEE is solely responsible for all maintenance and repairs to all roads located on the Easement Area. The roads shall be maintained in accordance with specifications as approved in advance in and writing by TVA.
- (ii) Revenue generated by the GRANTEE from sales of timber from the Easement Area is due and payable to TVA. GRANTEE shall maintain records and books of accounts of these revenues based on generally accepted accounting principles.
- (jj) GRANTEE shall operate the commercial campground facilities on the Easement Area in accordance with the following campground operation guidelines or as subsequently approved in advance and in writing by TVA:
  - (1) The campground shall be closed, and all campsites completely vacated, for fourteen (14) consecutive days per calendar year. No portion of said 14-day closure period may occur between the dates of December 20 and January 4. TVA shall be given the opportunity to inspect the campground for compliance during the 14-day closure period. Camping units may be moved to other locations on the Easement Area as approved by TVA.
  - (2) Seasonal rentals of eleven and one-half (11.5) months maximum duration shall not be permitted on more than ninety-five percent (95%) of the campsites on the Easement Area. Seasonal sites shall be rented based upon a well-defined and written procedure as approved in advance and in writing by TVA, which shall include a waiting list, lottery system, combination of both, or other TVA-approved method of allocating such seasonal campsites. Copies of said approved written procedure for renting seasonal sites shall be provided to all renters of campsites or upon demand and shall be publicized in a manner as approved by TVA.
  - (3) At least five percent (5%) of the campsites on the Easement Area shall be rented on a short-term basis for not more than twenty-one (21) consecutive days. Individuals camping at short-term sites may not make reservations or be on a waiting list for another short-term site.
  - (4) Year round, all camping units will remain truly mobile without any permanent connections, foundations, porches, roofs over camping units, or similar-type structures; provided, however, that concrete or wooden landings or wooden decks, constructed and maintained by GRANTEE, are allowed only as

approved in advance and in writing by TVA. Package canopies and/or covers are allowed only as approved in advance and in writing by TVA. All camping units must be mobile and ready for highway use, on their own wheels or jacking system, and attached to the site only by quick disconnect type utilities and security devices. GRANTEE shall not install or permit the installation of any mobile homes, equipment storage sheds, or similar structures on the Easement Area. GRANTEE may provide, as permitted in advance by TVA, storage units or spaces at common locations on the Easement Area. Satellite dishes may be used as permitted in advance and in writing by TVA. No fences are allowed under any circumstances.

- (5) All power installations must have a cutoff located above the TVA flood risk profile elevation of \_\_\_\_-feet msl and be accessible during flood events.
- (6) GRANTEE shall develop and submit an evacuation plan to the local Emergency Management Agency (EMA) and provide a copy of such plan to TVA, \_\_\_\_\_. The evacuation plan shall cover flooding, fires, inclement weather, and other types of emergencies. The plan shall cover all campsites on TVA land, including those above and below the flood risk profile elevation of \_\_\_\_-feet msl. GRANTEE is responsible for monitoring weather reports, the TVA website, local EMA information, and other sources of information during potential emergency situations, including flooding events. GRANTEE is responsible for having access to equipment and the capability to remove to high ground all camping units below the flood risk profile elevation of \_\_\_\_-feet msl within a 24-hour period.
- (7) Residential use of the Easement Area is strictly prohibited, and GRANTEE shall prohibit the use of mobile homes, recreational vehicles, campers, boats, or other structures as residences. No long-term accommodations or individually-owned units (other than recreational vehicles and camping units that otherwise meet the requirements of this subsection (jj)) shall be permitted on the Easement Area.

GRANTEE shall monitor use of the campsites, keep adequate records, and ensure that campground use is recreational in nature and not residential. Any one of the following examples, without limitation, shall be considered residential use of the campground:

- a) delivery of mail to individual campers or campsites;
- b) private mail boxes;
- c) boarding of city/county school buses;
- d) ownership of foundations, porches, roofs, or similar-type structures by campers;
- e) use of propane tanks greater than fifty (50) gallons in size and not an integral manufactured component of the camping unit;
- f) use of campground address for such things as drivers license or voter registration;
- g) occupying the same campsite for more than 11.5 months in any 12-month consecutive period, unless approved by TVA; or
- h) any similar type uses.

Provided, however, that GRANTEE, upon receipt of TVA's advance written approval, may build and maintain living accommodations for a resident manager of the Easement Area. Such residence shall be constructed and

maintained in accordance with plans approved by TVA in advance and in writing, and furthermore, said manager and any other individuals (typically, immediately family) residing in said residence must also be approved by TVA in advance and in writing.

Residential use of any portion of the Easement Area, as determined by TVA in its sole and absolute discretion, shall be grounds for termination of this easement.

- (8) By March 16 of each year, GRANTEE shall submit to TVA an Annual Operating Plan. Such Plan shall include:
- a) an accurate map of the campground identifying the campsites and associated facilities (boat ramps, playground, dump stations, and any other similar facilities);
  - b) a chart listing which sites are short-term and which are seasonal;
  - c) a price list (to include all services);
  - d) how reservoir elevation information will be monitored during flood events;
  - e) a description of how camping units below the flood risk profile elevation of \_\_\_-feet msl would be removed within 24 hours during a flood event;
  - f) the name and address of the local EMA Director and the local distributor of TVA power, a copy of the campground evacuation plan including any revisions, and a signed statement acknowledging the date and time the GRANTEE communicated evacuation plan to the EMA;
  - g) names, addresses, and telephone numbers of principal employees and/or contractors and their responsibilities;
  - h) dates of camping season and hours of operation, including any period the Easement Area will be closed and dates power and water would be shut off and returned to service;
  - i) available information regarding respective campsites and occupancy rates for the previous calendar year;
  - j) a signed statement indicating compliance with restrictions against residential use;
  - k) a written report of the GRANTEE's personal compliance inspection of the Easement Area for the previous calendar year; and
  - l) any other items GRANTEE desires to provide or as requested by TVA.

Additionally, if requested by TVA, GRANTEE must provide copies of waiting lists, current occupants, lottery results, registration information, current and former reservation lists, and other camper occupancy and application information within 7 days.

(kk) [placeholder for any additional covenants necessary as a result of environmental and programmatic reviews.]

5. If either party defaults in the performance of any of the conditions, covenants, terms, or provisions of this easement, and shall continue in such default for a period of thirty (30) days after written notice from the other party requesting it to correct or remedy such default, the party not in default may then, at its option, declare this easement terminated, such declaration to be made in writing to the defaulting party not less than five (5) days prior to the termination date specified. Failure to make any rent, interest, administrative, or other payment as set forth in Section 3. shall be considered a default hereunder and the easement may be terminated in accordance herewith.

Provided, if any default hereunder, except any default for the failure to make any rent, interest,

administrative, or other payment, cannot be cured within thirty (30) days after written notice given with the exercise of reasonable due diligence, then the defaulting party must begin to cure such default within thirty (30) days after written notice given and proceed in good faith with the remedy to cure such default. Provided further, that in no event shall any period of default be allowed to continue for more than one hundred and twenty (120) days except that, in its sole discretion, the nondefaulting party may grant additional days in which to cure such default. The provisions hereof shall not be construed as waiving any legal remedies or defenses that the party asserted by the other to be in default would otherwise have. A copy of any notices of default shall be forwarded to assignees approved in accordance with the first paragraph of Section 7. hereof.

Notwithstanding the provisions of the first paragraph set forth above, if GRANTEE shall at any time be dissolved, or shall make any assignment for the benefit of creditors except as approved in accordance with the first paragraph of said Section 7., or shall become insolvent, or shall be adjudicated bankrupt, or if a receiver be appointed for GRANTEE or any of its assets, such dissolution, assignment, insolvency, bankruptcy, or receivership shall constitute a direct and material breach of this easement by GRANTEE and a default within the meaning of this Section 5. Such event shall, without notice or action by either party, effect an automatic and simultaneous termination of this easement to the extent allowed by law and of all further rights of possession by GRANTEE hereunder, without prejudice, however, to any rights of ownership of the GRANTEE in improvements on the Easement Area or to any rights of GRANTOR and/or TVA then accrued or to accrue hereunder, and without prejudice to any claim for damages by GRANTOR and/or TVA by reason of such breach.

Provided, upon the occurrence of any such event as specified above, any assignees approved in accordance with the first paragraph of Section 7. hereof shall have the option of performing under this easement, or shall have the option of securing a third party to perform hereunder, so long as such subsequent GRANTEE is approved in advance and in writing by TVA as provided in the first paragraph of said Section 7. The current GRANTEE shall be responsible for all obligations arising under this easement prior to any termination hereunder as provided in Section 17. hereof. Any subsequent GRANTEE procured in accordance herewith shall not be responsible for any obligations arising under this easement prior to any such termination except as agreed to by the parties.

6. Upon termination or expiration of this easement by reason other than default or breach by the GRANTEE, provided that GRANTEE has operated and maintained the Easement Area in a satisfactory manner during the term of the easement, and if TVA, in its sole discretion, determines that the Easement Area shall continue to be used for commercial recreation purposes under an agreement with a third party, and if GRANTEE requested in writing to TVA no earlier than thirty-six (36) months before such termination and no later than twenty-four (24) months before such termination that TVA grant the GRANTEE a subsequent lease or easement for the Easement Area, and if TVA rejected such request by GRANTEE and instead granted a new lease or easement to a third party not associated with the GRANTEE, then GRANTOR and/or TVA shall require such third party to purchase within one hundred twenty (120) days after such termination GRANTEE'S inventory, equipment, and/or personalty remaining on the Easement Area at such termination, and all improvements and/or facilities which may have been constructed on the Easement Area during the term of this easement or any prior easements, leases, or licenses, at the market value of such improvements as an ongoing business concern as agreed upon between GRANTOR and GRANTEE; provided, however, that such improvements, facilities, inventory, equipment, and personalty are not damaged, are in good operating order, and are not subject to existing liens by a third party, and the GRANTEE owes no remaining monies to TVA associated with the operation of the

**Easement Area.**

Upon termination or expiration of this easement under all other circumstances (including by way of example only, and not limited to, the following: by reason of default or breach by the GRANTEE, if GRANTEE has not operated and maintained the Easement Area in a satisfactory manner during the term of the easement, if GRANTEE did not request or submitted an untimely request for a subsequent lease or easement for the Easement Area, if TVA determines that the Easement Area shall be operated by TVA for its own purposes or shall no longer be used for commercial recreation purposes, etc.), GRANTOR and/or TVA shall have, for a period of one hundred eighty (180) days following such termination, the right and option to purchase all or any portion of GRANTEE'S inventory, equipment, and/or personalty remaining on the Easement Area at such termination, and all or any improvements and/or facilities which may have been constructed on the Easement Area during the term of this easement or any prior easements, leases, or licenses, at the market value of such improvements, facilities, inventory, equipment, and/or personalty, as agreed upon between GRANTOR and GRANTEE.

If GRANTOR shall elect not to purchase GRANTEE'S improvements, facilities, inventory, equipment, or personalty under the preceding paragraph, then GRANTEE shall have one hundred fifty (150) days within which to remove such improvements, facilities, inventory, equipment, and/or personalty; provided, however, that if good faith removal operations are underway, this removal period may be extended for up to an additional one hundred twenty (120) days upon TVA'S advance written approval. The 150-day removal period shall begin from the earlier of (1) the expiration of GRANTOR and/or TVA'S option to purchase or (2) GRANTEE'S receipt of written notice from TVA that it elects not to exercise its option to purchase. In the event of removal within the removal period (as extended, if applicable), GRANTEE shall repair any damage caused by such removal, and shall, as nearly as possible, restore the Easement Area to the condition which existed prior to the construction or installation of the improvements, facilities, inventory, equipment, or personalty so removed. Failure to remove such improvements, facilities, inventory, equipment, or personalty within the removal period herein specified (as extended, if applicable) shall constitute an abandonment of such improvements, facilities, inventory, equipment, and/or personalty, and GRANTOR may retain such improvements, facilities, inventory, equipment, and/or personalty as its own or remove them at GRANTEE'S expense.

If GRANTOR and GRANTEE are unable to agree upon the market value of GRANTEE'S improvements, facilities, inventory, equipment, and/or personalty, the market value of these items shall be determined by appraisal to be conducted in the following manner. GRANTOR and GRANTEE shall each select a qualified appraiser acceptable to TVA, and the two selected appraisers shall consult with each other in an effort to agree upon the market value of the items involved. If the two selected appraisers fail to reach agreement as to the market value of the items involved, then each appraiser shall conduct an independent appraisal of the items involved. If the market values of the two appraisals are within twenty percent (20%) of each other, then the market value of the items involved shall be deemed to be the average of the two appraisals. If, however, the market values of the two appraisals differ by more than twenty percent (20%), the two appraisers shall designate a third appraiser who shall conduct an independent appraisal of the items involved. If the market value of the third appraisal is between the market values of the two original appraisals, then the market value as determined by the third appraiser shall be final and binding. If, however, the market value of the third appraisal is not between the market values of the two original appraisals, then the market value shall be deemed to be the market value of the two original appraisals that is closer to the market value of the third appraisal. GRANTOR and GRANTEE shall each bear the costs and

expense of their respective selected appraiser, and GRANTOR and GRANTEE shall share equally the costs and expense of any third appraiser.

7. With TVA's advance written consent, which shall not be unreasonably withheld, GRANTEE may convey a mortgage, deed of trust, or other security interest in GRANTEE's property located on the Easement Area, including buildings, facilities, improvements, or equipment erected or installed by GRANTEE, to a bank or financing institution for the purpose of obtaining financing; provided, however, this provision shall not be construed to permit GRANTEE or its assigns or successors in interest to mortgage, transfer, or otherwise encumber land or facilities owned by the United States of America. In connection with such financing as approved, GRANTEE may assign its rights under the easement to the financing bank or institution with TVA's advance written consent, which shall not be unreasonably withheld, but the bank or institution may not further assign, lease, sublease, license, or sublicense any of its rights under the easement without TVA's advance written consent, which consent need not be given and shall be at TVA's sole and absolute discretion.

Neither this easement nor any interest herein may be otherwise assigned, transferred, or conveyed by GRANTEE, whether by sale, assignment, bequest, inheritance, operation of law, or otherwise; the Easement Area may not be leased or subleased in whole or in part; and the use or control of the Easement Area may not be granted by license, permit, or concession agreement; unless GRANTEE has secured written permission from TVA prior to such transfer, assignment, conveyance, lease, sublease, license, permit, or concession agreement, which permission need not be given and shall be at TVA's sole and absolute discretion. Provided, however, that this provision shall not be construed as requiring approval for the renting of campsites or of boat slips to current campers. Any transfer, assignment, conveyance, lease, sublease, license, permit, or concession agreement granted by GRANTEE without first obtaining the written consent of TVA shall be void and of no effect.

If GRANTEE requests TVA's consent to a transfer, assignment, conveyance, lease, sublease, license, permit, or concession agreement, it shall submit, in writing, to TVA:

- A. The name and address of the proposed transferee, assignee, grantee, lessee, sublessee, licensee, permittee, or concessionaire;
- B. The terms and conditions of the proposed transfer, assignment, conveyance, lease, sublease, license, permit, or concession agreement;
- C. The nature and character of the business of the proposed transferee, assignee, grantee, lessee, sublessee, licensee, permittee, or concessionaire, including a business plan with schematics/drawings of any future planned development to be requested;
- D. The banking, financial, and other credit information relating to the proposed transferee, assignee, grantee, lessee, sublessee, licensee, permittee, or concessionaire reasonably sufficient to enable GRANTOR to determine the financial responsibility of the proposed transferee, assignee, grantee, lessee, sublessee, licensee, permittee, or concessionaire;
- E. A summary of the operating and management experience of the proposed transferee, assignee, grantee, lessee, sublessee, licensee, permittee, or concessionaire as it relates to commercial campgrounds; and
- F. Any other information requested by GRANTOR and/or TVA.

In the event of a sale of the GRANTEE business to new owners or investors, a merger, or other transaction which results in a change in identity of the individuals or entities owning or controlling the GRANTEE business, GRANTEE shall provide notice of such sale, merger, or other transaction to TVA within ninety (90) days following the closing of such sale, merger, or other transaction.

8. GRANTOR shall have and hereby expressly reserves to and for itself, TVA, and their respective successors, assigns, and agents the right to enter in, upon, over, and across any and all portions of the Easement Area for the purpose of inspecting and monitoring said Easement Area and GRANTEE's operations therein and thereon.
9. GRANTOR shall have and hereby expressly reserves to and for itself, TVA, and their respective successors, assigns, and agents the right, without limitation by reason of specification, to enter in, upon, over, and across any and all portions of the Easement Area for the purpose of doing and performing or causing the performance thereon of any and all things that GRANTOR or TVA may consider or determine to be necessary or desirable in connection with any present or future statutory function, activity, or program authorized or provided for by the Tennessee Valley Authority Act of 1933, as heretofore or hereafter amended, whether related to river control and development or otherwise, including without limitation by reason of enumeration navigation, flood control, power, dam safety, national defense, vector control, sanitation, and erosion control; and TVA shall not be liable for any loss or damage to the Easement Area, or to improvements located thereon or therein, resulting therefrom, or as a result of wave action, fluctuation of water levels, or other causes; provided, however, that GRANTOR and TVA will as to the Easement Area, but subject to the provisions of Section 10. below, endeavor to exercise said rights only to the extent determined by it or its agents to be reasonably necessary, and in the exercise thereof as to said Easement Area will make reasonable efforts to minimize adverse effects upon GRANTEE's use, operation, and development of said Easement Area for the purposes of this easement.
10. Without limitation of any rights reserved under Sections 8. and 9. above, GRANTOR shall have and hereby expressly reserves to and for itself, TVA, and their respective successors, assigns, and agents the unqualified, unrestricted, permanent, and paramount rights, at any and all times and from time to time, to draw down \_\_\_\_\_ Reservoir and to fluctuate the level of said reservoir in any manner it may consider necessary or desirable in its sole discretion, and to flood and submerge permanently, temporarily, and/or intermittently with water from any source or sources any and all portions of the Easement Area and any access thereto which lie below the \_\_\_-foot msl contour elevation, all without regard to the effect of such drawdown, fluctuation, or flooding upon the property, facilities, operation, or activities of GRANTEE.
11. GRANTOR shall have and hereby expressly reserves to and for itself, TVA, and their respective successors, assigns, and agents the right to maintain any existing boundary and traverse monuments and silt range stations upon the Easement Area.
12. GRANTOR shall have and hereby expressly reserves to and for itself, TVA, and their respective successors, assigns, and agents the right to enter said Easement Area at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol as many lines of poles or transmission line structures as GRANTOR deems necessary or useful for electric power transmission purposes, with sufficient wires and cables for electric power circuit and communication circuits, and all necessary appurtenances in, on, over, and across said Easement Area, together with the right to clear said Easement Area and keep same clear of brush, trees, buildings, and fire hazards; to destroy or otherwise dispose of such trees and

brush; and to remove, destroy, or otherwise dispose of any trees which in falling could come within ten (10) feet of any transmission line structure, conductor, or appurtenances thereto.

13. GRANTOR shall have and hereby expressly reserves to and for itself, TVA, and their respective successors, assigns, and agents the right to enter on and over the Easement Area to clear of vegetation, ditch, dredge, and drain said Easement Area and to apply larvicides, herbicides, and chemicals thereon and do any and all other things GRANTOR deems necessary or desirable for the promotion and furtherance of public health, without liability on the part of the GRANTOR, TVA, or their respective successors or assigns, for any personal injury or property damage which may result therefrom.
14. GRANTOR shall have and hereby expressly reserves to and for itself, TVA, and their respective successors, assigns, and agents the right to deposit upon the Easement Area such larvicides, herbicides, and chemicals as may drift or blow onto said Easement Area from application of dusts, sprays, aerosols, or the like, over and upon other land in the same general vicinity in the conduct of GRANTOR's public health operations, without liability on the part of GRANTOR, TVA, or their respective successors or assigns, for any personal injury or property damage which may result therefrom.
15. It is expressly understood and agreed that neither GRANTEE nor TVA will be considered the agent of the other for any purpose under this grant. GRANTEE shall be held to be an independent contractor and all of GRANTEE's activities and operations shall be conducted and carried on in that status and capacity, and all persons employed or whose services are utilized by GRANTEE on the Easement Area, or in the exercise of the rights granted under this easement, shall be GRANTEE's employees, servants, and agents only. The United States, TVA, and their agents and employees undertake no obligation or duty (in tort, contract, strict liability, or otherwise) to GRANTEE or any other party for any damages to property (real or personal) or personal injuries (including death) arising out of or in any way connected with the acts or omissions of GRANTEE or any other persons.
16. Should any of the buildings, facilities, structures, improvements, personalty, or equipment on the Easement Area or any essential part thereof be totally destroyed by fire or other casualty, or in the case of partial destruction rendering impracticable the continuation of any part of GRANTEE's business operations authorized hereunder, GRANTEE shall continue such other operations as may otherwise be reasonably possible until completion of repairs makes possible the reasonable resumption of such operations if GRANTEE elects to repair; provided, however, that in the event it is mutually agreed by the parties hereto that the degree of destruction or damage renders impracticable the continuation of a major portion of operations conducted hereunder, then this easement may be terminated by either party on sixty (60) days' written notice. Provided further, that GRANTOR may not elect to terminate this easement under this provision for so long as GRANTEE continues to pay rent thereon and to take reasonable steps to assure the continuing operation of commercial campground facilities upon the Easement Area to a substantial and reasonable degree and for so long as GRANTEE, or its successor, continues to comply with the other provisions of this easement.
17. Notwithstanding any other provision of this easement or of any documents and instruments of any sort whatsoever made in connection with or pursuant to this easement, any obligations arising under this easement, which obligations arise from matters or events occurring on or before expiration or earlier termination of this easement, shall survive such expiration or earlier termination and shall remain in full force and effect following expiration or earlier termination of this easement.

18. No waiver of any breach or default under this easement shall be held to be a waiver of any other breach or default. All remedies under this easement, including TVA's right to terminate under Section 5. shall be in addition to every other remedy provided herein or by law.
19. Each of the parties shall, at the request of the other, execute and deliver all such other further assurances, contracts, instruments, and documents as may be reasonably necessary, desirable, or proper to effectuate the provisions and the intents and purposes of this easement.
20. All rights and privileges of GRANTOR under or arising under this easement shall inure to the benefit of TVA and its successors; TVA may act for itself and for GRANTOR in respect to all matters arising out of or in connection with this easement; and all such action may be taken in the name of TVA and shall be sufficient and valid when so taken. All payments and notices by GRANTEE hereunder shall be paid or delivered to TVA in its own name.

In all matters relating to this easement, the Senior Manager, Commercial and Public Recreation, shall act for GRANTOR and TVA, unless and until TVA shall notify GRANTEE in writing that another official of TVA has been empowered to perform said function; and the individual designated in writing by GRANTEE shall act for GRANTEE, unless and until GRANTEE shall notify TVA in writing that another agent of GRANTEE has been empowered to perform said function. All notices under the terms of this easement shall be sent by certified mail addressed to the respective parties' current address. Notices to the United States of America or TVA shall be sent to TVA, Senior Manager, Commercial and Public Recreation, P.O. Box 1010, Muscle Shoals, Alabama 35662, and notices to GRANTEE shall be sent to \_\_\_\_\_ . The respective parties shall notify the other of any changes to these addresses.

21. No person shall, on the grounds of race, color, sex, national origin, disability, or age, be excluded from participation in, be denied the benefits of, or be subjected to any discrimination under any program or activity carried out by GRANTEE utilizing benefits or assets obtained by reason of this easement. In conducting such programs and activities the GRANTEE shall comply with applicable federal laws, regulations, and Executive Orders together with any further amendments that may be added.
22. GRANTOR makes no warranties or representations to GRANTEE or any other party, either express or implied, as to the adequacy, condition, safety, reliability, merchantability, suitability, or adaptability of the property for the purposes herein granted, or any means of access to or egress from the property provided or made available by this easement grant.

This grant is made subject to such rights as may be vested in third parties to rights-of-way for roads, electric power distribution lines, and/or telephone lines. Also, this grant is made subject to such rights as would be revealed by a current and accurate title examination and/or by a physical inspection of the Easement Area.

Any reference in this grant of easement to the term "GRANTEE" will be deemed to include its respective successors and assigns.

TO HAVE AND TO HOLD said easement and appurtenant rights unto GRANTEE, its successors and assigns, for a term of thirty (30) years from the effective date hereof; subject, however, to the conditions set forth herein.

And TVA does hereby covenant that the UNITED STATES OF AMERICA is seized and possessed of TVA Tract No. \_\_\_\_\_ RE and the Abutting Shoreline Area; that TVA as legal agent of the UNITED

TVA TRACT NO. \_\_\_\_\_

STATES OF AMERICA is duly authorized to convey the easement in, on, over, across, upon, through, or under the same; that said land is free and clear of liens and encumbrances; and that, subject to the conditions, reservations, restrictions, exceptions and/or limitations contained herein, it will warrant and defend the title thereto against the lawful demands of all persons claiming by, through, or under the UNITED STATES OF AMERICA, but not further or otherwise.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused this instrument to be executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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, in the name of the UNITED STATES OF AMERICA, by its authorized officer this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

By: \_\_\_\_\_

\_\_\_\_\_  
Senior Manager, \_\_\_\_\_  
\_\_\_\_\_



TVA TRACT NO. \_\_\_\_\_

The name and address of the owner of the aforescribed easement are:

EASEMENT OWNER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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The name and address of the legal owner are:

OWNER: United States of America  
Tennessee Valley Authority  
c/o Realty Services  
1101 Market Street, SP 3L  
Chattanooga, Tennessee 37402-2801

[Tax Exempt--  
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