This template is provided for informational purposes only, and may be modified from time to time at TVA’s sole discretion. Each situation is unique and requires individual attention.
NOW THEREFORE, for and in consideration of the premises and the sum of ______________ THOUSAND _____ HUNDRED AND NO/100 DOLLARS ($_________.00), cash in hand paid, the receipt of which is hereby acknowledged, with the recitals above specifically incorporated by reference herein,

(A) the USA does hereby declare that it has abandoned all present use of and does hereby waive, abandon, and extinguish the following specific easement rights affecting certain portions of TVA Tract No. _______F: 1) (identified as easement right __ above) the right between the ____-foot and the ____-foot msl contour to enter upon said land ______________; 2) (identified as easement right __ above) the right between the ____-foot and the ____-foot msl contour to enter upon said land ______________; and 3) (identified as easement right __ above) the right between the ____-foot and ____-foot msl contour to enter upon said land ______________; only insofar as such easement rights pertain to the Modification Area; and

(B) the USA and Landowner agree that the following restrictive covenant is removed as it pertains to the area between the _____-foot msl contour and the _____-foot msl contour; only insofar as the restrictive covenant pertains to the Modification Area.

-or-

(B) the USA and Landowner agree that the following restrictive covenant as it pertains to the area between the _____-foot msl contour and the _____-foot msl contour is modified to state as follows: (insert modified restrictive covenant language); only insofar as the restrictive covenant pertains to the Modification Area.

It is a condition of this instrument that all of the rights, reservations, restrictions, covenants, and conditions of the instrument of conveyance of flowage easement rights first above referenced shall be and remain in full force and effect except as specifically provided herein. The USA for itself and for the benefit of TVA specifically retains the right to flood any portion of TVA Tract No. _______F lying below the _____-foot msl contour elevation, including those areas which have been filled to or above the _____-foot msl contour elevation, and Landowners, for themselves, their successors, and assigns, covenant and agree that neither the USA nor TVA shall be responsible for any damages incurred as a result thereof.

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

1. Landowners hereby covenant and agree to indemnify the USA and TVA and their respective agents, servants, and employees against and save them harmless from all claims, damages, demands, actions, costs, and charges to which they or either of them may be subject or which they or either of them may have to pay by reason of any injury to any person or property, or loss of life or property suffered or sustained by any person whomsoever, resulting from or in any way connected with the condition or use of the Modification Area, including any means of ingress thereto or egress therefrom, except liability for personal injuries, property damage, or loss of life or property caused by the sole negligence of the USA or TVA.

2. The USA and TVA do not warrant or represent that the land affected by TVA Tract No. _______F is safe, healthful, or suitable for the purpose for which it is permitted to be used under the provisions hereof or free from flooding, and Landowners hereby covenant and agree for themselves, their successors, and assigns, that the use and maintenance of this property and any improvements placed thereon are at their sole risk.

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3. Landowners further covenant and agree for themselves, their successors, and assigns, that they shall not place, build, or maintain any structures or facilities including fill below elevation _____-foot msl without first obtaining TVA written approval of plans for such structure or facility, as required under Section 26a of the Tennessee Valley Authority Act of 1933, as amended, and in accordance with established procedures. Nothing in this instrument shall be construed as constituting or evidencing such approval by TVA. All structures, facilities, and/or equipment subject to flood damage must be located at or floodproofed to elevation ______-foot msl.

IN WITNESS WHEREOF, ________________________, as _________________________ have caused this instrument to be executed this day of ________________, 20___.

_______________________________
Insert name of landowner

_______________________________
Insert name of landowner (if applicable)

STATE OF _______________ )
) SS
COUNTY OF _____________ )

Before me personally appeared ________________________________, as ________________ known to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed and delivered the same as their free act and deed on the day and year therein mentioned.

WITNESS my hand and seal of office this ________ day of ________________, 20___.

_______________________________
NOTARY PUBLIC

My Commission Expires:______________
UNITED STATES OF AMERICA
By TENNESSEE VALLEY AUTHORITY,
its legal agent

________________________
AARON B. NIX
Senior Manager
Realty Services and GIS

STATE OF TENNESSEE )
) SS
COUNTY OF HAMILTON )

I, ____________________________, a Notary Public in and for said county in said state, hereby certify that AARON B. NIX, whose name as Senior Manager, Realty Services and GIS of the TENNESSEE VALLEY AUTHORITY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as legal agent for the UNITED STATES OF AMERICA.

Given under my hand this ____________ day of __________________, 201_.

________________________
NOTARY PUBLIC

My commission expires: __________________

The names and addresses of the owner of the aforesaid land are:

FEE OWNER: __________________________
________________________
________________________

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

AFFIDAVIT OF VALUE

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STATE OF _____________ )
COUNTY OF ___________ )

The undersigned hereby offers this instrument for recording within the meaning of the statutes of the State of _____________ under _____________ Code Annotated, Section ____________, and hereby swears and affirms that the actual consideration for this easement grant is TAX EXEMPT, which amount is equal to or greater than the amount which the rights conveyed would command at a fair and voluntary sale.

____________________________________
Affiant

Sworn to and subscribed before me this _______ day of _____________, 2016.

_____________________________________
Title:_________________________________

My Commission Expires:_________________