



Tennessee Valley Authority, 1101 Market Street, Chattanooga, Tennessee 37402

April 21, 2017

Bart Robinson
107 Court House Square
Oxford, MS 38655

TVA TRACT NO. XOXPSS-2H – GRANT OF PERMANENT EASEMENT

Enclosed is the executed Grant of Permanent Easement for the above-referenced tract. We recommend that this instrument be filed of record in the City Clerk office in Oxford, Mississippi. When the instrument is recorded, please have the recording office complete the card attached to the instrument and return the card to Realty Services and GIS.

Please sign and return the card acknowledging receipt of the instrument. We appreciate your cooperation in finalizing this transaction.

If you have any questions, please contact Norman Steuer at (423) 751-7576.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman F. Steuer".

Norman F. Steuer
Manager, Real Property Transactions
Realty Services and GIS

Enclosures

DOCUMENT TYPE: GRANT OF PERMANENT EASEMENT

Prepared by and return to:

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

TVA Tract No. XOX PSS-2H

GRANTOR INFO: The name and address of the legal owner are:

OWNER: United States of America
Tennessee Valley Authority
c/o Realty Services and GIS
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
Telephone: 1-888-817-5201

(See D.B. 121, page 547 and
D. B. 196, page 108)

GRANTEE INFO: The name and address of the owner of the herein described easement are:

EASEMENT OWNER: City of Oxford, Mississippi
107 Courthouse Square
Oxford, Mississippi 38655
Telephone: 662-232-2315

INDEXING INSTRUCTIONS: SW 1/4 of SE 1/4 of Section 29, T8S, R3W

GRANT OF PERMANENT EASEMENT

THIS GRANT OF PERMANENT EASEMENT, made and entered into 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"), an executive branch corporate agency and instrumentality of the UNITED STATES OF AMERICA created by an act of Congress known as the Tennessee Valley Authority Act of 1933, as amended, and the CITY OF OXFORD, MISSISSIPPI (sometimes hereinafter referred to as "GRANTEE");

WITNESSETH:

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, through its designee, the Chief Executive Officer of TVA, 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 sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), the receipt of which is hereby acknowledged and the other 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, reservations, restrictions, exceptions, and/or limitations contained in this grant of easement and exhibits hereto, does hereby grant, bargain, sell, transfer, and convey to GRANTEE, its successors and assigns, a non-exclusive permanent easement and right-of-way upon subject land to construct, operate, maintain, repair, and use a public access road, together with such culverts, ramps, cuts, fills, and other appurtenances thereto, in accordance with plans approved in advance and in writing by TVA, all in, on, over, across, upon, through, or under a parcel of land located in the City of Oxford, Lafayette County, Mississippi, designated as TVA Tract No. XOX PSS-2H (hereinafter referred to as the "Easement Area") and more particularly described in Exhibit A and shown on Exhibit B, both of which are attached hereto and made a part hereof.
2. This entire grant is expressly made upon and subject to the following conditions which shall be binding on GRANTEE, its successors and/or assigns:
 - (a) The Easement Area shall be used solely to construct, operate, maintain, repair, and use a public access road, together with such culverts, ramps, cuts, fills, and other appurtenances as may be necessary or incidental to the operation thereof and appurtenances thereto and for no other purpose or purposes, all as approved in advance and in writing by TVA.
 - (b) In the event that GRANTEE shall fail or cease to use the Easement Area for the purpose for which this easement is granted for a period of two (2) consecutive years or more or shall, regardless of the time period, initiate use of the Easement Area for some other purpose or shall abandon this easement or commit any breach of any of the terms, conditions, or covenants of this easement, in whole or in part, then GRANTOR, TVA, or

their successors and/or assigns, may terminate the easement by written notice to GRANTEE, its successors and/or assigns, and take possession of the Easement Area as if this grant of easement had never been made. Such termination shall be effective as of the date of such notice; provided, however, that GRANTEE, its successors and/or assigns, shall have the right during a period of ninety (90) days immediately following the date of such notice of termination to remove any improvements placed by it in, on, over, across, upon, through, or under the Easement Area; and provided further, that GRANTEE, its successors and/or assigns, shall restore the Easement Area to TVA's satisfaction, including any regrading or reseeding TVA may deem appropriate. Title to any such improvements not removed within such 90-day period shall become the property of TVA or, at TVA's option, may be removed at GRANTEE's expense. Any failure of GRANTOR, TVA, or their successors and/or assigns, to exercise such power of termination shall not be construed as a waiver of any of the terms, conditions, covenants, or rights of the GRANTOR, TVA, or their successors and/or assigns.

3. GRANTEE, by accepting this grant, covenants and agrees on behalf of itself, its successors, and/or 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, or succession:

- (a) 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 purpose other than the use stated herein.
- (b) 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/or assigns.

- (c) GRANTEE further agrees to indemnify the 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.

- (d) GRANTEE shall not permit or suffer any offensive use of the Easement Area and will keep the Easement Area and all improvements thereon in a safe condition and in good order and appearance; and it will collect and dispose of all trash, garbage, and other solid wastes accumulated or left on the Easement Area in accordance with applicable laws and regulations and with sufficient frequency to keep the Easement Area orderly and sanitary.
- (e) 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 impact on water quality and related aquatic interests in order to meet the requirements of Section 208 of the Clean Water Act and implementing regulations.
- (f) 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 to prevent runoff and said disturbed areas shall be back-filled as required by approved 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.
- (g) 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.
- (h) GRANTEE shall restore the surrounding property to substantially the same condition as existed prior to the construction of said public access road.
- (i) 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-11D, Knoxville, Tennessee 37902. GRANTEE will not resume work in the area of the discovery until approved by TVA.
- (j) 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 Mississippi 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 pursuant to this easement.

- (k) 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 forms 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 insured, 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 Areas. The policy or policies shall be written by insurance company or companies which shall be rated A or better by A.M. Best Company and are licensed to do business in Mississippi, 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. If GRANTEE shall be in default in procuring or maintaining such insurance, TVA may procure such insurance, in which event the premium or premiums therefore shall be paid by GRANTEE within thirty (30) days after receipt of TVA's invoice therefore. GRANTEE will promptly notify TVA of any claims, accidents on and/or damage to the Easement Area or the facilities thereon.
4. Neither this easement nor any interest herein may be assigned, transferred, or conveyed by GRANTEE, in whole or in part, nor may the Easement Area or any portions thereof be leased, nor may use or control of the Easement Area or any portions thereof be granted by license, permit, or other agreement, unless GRANTEE has secured written permission from TVA prior to such assignment, transfer, conveyance, lease, license, permit, or agreement. Any such assignment, transfer, conveyance, lease, license, permit, or agreement granted or issued by GRANTEE without first obtaining the written consent of TVA shall be void and of no effect.
5. 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 OF AMERICA, 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.
6. GRANTOR 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.
7. GRANTOR expressly reserves for itself, TVA, their successors and/or assigns, the right to enter the 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 circuits and communication circuits, and all

necessary appurtenances in, on, over, across, upon, through, or under the Easement Area, together with the right to clear the 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.

8. 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 2 shall be in addition to every other remedy provided herein or by law.
9. 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.
10. 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. 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.

In the event of a change to GRANTEE's name, legal entity status, or mailing address, GRANTEE shall immediately notify TVA, in writing, at Tennessee Valley Authority, c/o Realty Services & GIS, 1101 Market Street, BR 4B, Chattanooga, Tennessee 37402. TVA's review and approval is required if there is a change of GRANTEE's legal entity status unless otherwise agreed in writing.

11. 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 or other utilities. 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 terms "GRANTEE" will be deemed to include their respective successors and assigns.

TO HAVE AND TO HOLD said permanent easement and right-of-way unto GRANTEE, its successors and assigns, forever; subject, however to the conditions set forth herein.

And TVA does hereby covenant that the UNITED STATES OF AMERICA is seized and possessed of the Easement Area; that TVA as legal agent of the UNITED 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, 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 17th day of April, 2017.

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

By: Aaron B. Nix
AARON B. NIX
Senior Manager
Realty Services and GIS

STATE OF TENNESSEE)
) SS
COUNTY OF HAMILTON)

On the 17th day of April, 2017, before me appeared AARON B. NIX to me personally known, who, being by me duly sworn, did say that he is the Senior Manager, Realty Services and GIS, of the TENNESSEE VALLEY AUTHORITY, a corporation, and that said instrument was signed, and delivered on behalf of said corporation, by authority of its Board of Directors, and as legal agent for the UNITED STATES OF AMERICA; and said AARON B. NIX acknowledged said instrument to be the free act and deed of the UNITED STATES OF AMERICA, as principal, and the TENNESSEE VALLEY AUTHORITY, as its agent.

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

Debbie A. Chapman
NOTARY PUBLIC

My commission expires: 04-09-2019

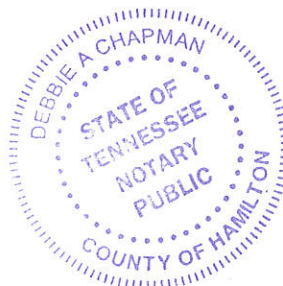


EXHIBIT A

A parcel of land located in the SE 1/4 of Section 29, Township 8 South, Range 3 West, Lafayette County, State of Mississippi, as shown on sheet 1 of US-TVA drawing LW-9033, Revision 0, and being more particularly described as follows:

Commence at an 2 -inch Pipe with Cap at the southwest corner of TVA Tract No. OXPSS-1; thence with the west line of said tract N1°17'01"E, 606.50 feet to the Point Of Beginning.

Thence leaving the point of beginning and the said access road easement line along a non-tangent curve to the right with a length of 109.34 feet, radius of 245.00 feet, Chord of N71°51'20"W, 108.44 feet to a point; thence N1°16'56"E, 16.84 feet to a point; thence N55°17'56"E, 123.60 feet to a point; thence S1°17'01"W, 35.13 feet to 1/2 inch rebar; thence S1°10'13"W, 42.27 feet to a point; thence S61°18'46"E, 48.86 feet to a point; thence S84°53'42"E, 456.46 feet to a point; thence S1°13'19"W, 35.56 feet to a point; thence N84°38'30"W, 496.44 feet to the point of beginning and containing 0.56 acre, more or less.

Subject to a pole line easement of a 13 kv transmission line by North Mississippi E.P.A. as shown on the aforementioned LW drawing.

The herein described tract of land is located entirely in the SW 1/4 of the SE 1/4 of Section 29, Township 8 South, Range 3 West, Lafayette County, State of Mississippi.

This description prepared from a survey by:

Tennessee Valley Authority
1101 Market Street, MR 4B
Chattanooga, Tennessee 37402-2801

The above-described property was acquired by the United States of America by virtue of a Warranty Deed from F. E. Linder and wife, Pearl Richert Linder, dated June 1, 1948, recorded in Deed Book 121, page 547 (TVA Tract No. OSSA-1) and a Warranty Deed from F. E. Linder, widower, dated January 14, 1963, recorded in Deed Book 196, page 108 (TVA Tract No. OXPSS-1), both in the office of the Chancery Court Clerk of Lafayette County, Mississippi.

