

24w: Wildlife Mgmt.
100
835-
A-262-60 days notice
for permit

Watts Bar Res.
Lupin 44848
Tennessee

CONTRACT TV-22981A

**TENNESSEE VALLEY AUTHORITY
PERMIT
For
OCCUPANCY AND USE OF PREMISES
By
STATE OF TENNESSEE
GAME AND FISH COMMISSION
IN CONNECTION WITH
WILDLIFE MANAGEMENT PROGRAM**

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THIS AGREEMENT, Made and entered into as of the 2 day
of April, 1962, by and between **TENNESSEE VALLEY AUTHORITY**
(hereinafter called "TVA"), a corporation created by the Tennessee Valley
Authority Act of 1933, and the **STATE OF TENNESSEE** (hereinafter called
"Permittee"), acting by and through the Game and Fish Commission,

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants hereinafter stated,
and in further consideration of the sum of One Dollar (\$1.00) paid by
Permittee to TVA, receipt of which is hereby acknowledged, the parties
hereto agree as follows:

1. TVA, on behalf of the United States of America, the owner
of the hereinafter described lands, hereby grants to Permittee a permit,
subject to all of the terms and conditions hereinafter stated, to
establish a wildlife management area for the purpose of carrying out its
wildlife management program and prohibiting hunting and trapping on the
approximately 835 acres of land in Watts Bar Reservoir shown colored in
green on the attached map, bearing exhibit designation EXHIBIT A, attached
hereto and made a part hereof. In addition to the aforesaid right, TVA

hereby grants Permittee the right and use of the area identified by overhatching in red on said Exhibit A for the production of food crops for wildlife. All of the said lands are hereinafter called the "premises."

2. The premises may be occupied and used by Permittee during the term beginning with the 2 day of April, 1962, and continuing until this agreement is terminated as provided in Article 5 hereof.

3. It is understood that the sole purpose of this agreement is to enable Permittee to perform the functions described in Article 1 hereof, and that nothing contained herein shall be construed in any manner to restrict or interfere with the use of the premises by TVA for any purpose which it may deem desirable or necessary.

4. Nothing contained in this permit shall operate or be construed to transfer or vest in Permittee any interest whatever in said premises or in the timber thereon or to impair or restrict the use of said premises or any portion thereof by TVA, its agents, assigns, or licensees, for any purpose other than hunting, trapping, and farming; provided, however, that in the use of said premises TVA shall give consideration to Permittee's objectives at all times and, insofar as practicable, shall keep Permittee informed as to any plans for operations which might adversely affect Permittee's wildlife management program or the prohibiting of hunting and trapping.

5. Either party may terminate this agreement as it relates to all or any part of the premises at any time by giving written notice to the other party specifying the date of termination and the portion of the premises affected thereby, such notice to be given not less than sixty (60) days prior to the date therein specified.

6. Permittee's occupancy and use of the premises are subject to, and Permittee shall comply with, all applicable laws and governmental regulations and all applicable rules and regulations prescribed by TVA.

7. TVA does not warrant that the premises or any part thereof or any means of ingress thereto or egress therefrom are safe or suitable for the purpose for which this permit is granted. Permittee agrees to indemnify the United States of America and TVA against and to save them harmless from all claims, demands, damages, 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 person or property or loss of life or property suffered or sustained by any party whomsoever while in, upon, or about the premises unless such loss arises solely from the negligence of the United States or TVA.

8. In accepting this permit, it is understood by Permittee that TVA may at any time and from time to time manipulate the waters of Watts Bar Lake, submerge all or any portion of the premises, or draw down waters of said lake, all in such manner as by TVA may be deemed fit without liability or obligation to Permittee, and Permittee expressly agrees that its use of and operation on the premises shall at all times be subject to the right of TVA to so manipulate or draw down the waters of said lake and to submerge all or any portion of the premises without liability or obligation to Permittee.

9. Permittee shall not, except with prior written approval of TVA, cut or remove or authorize or permit the cutting or removal of any trees on the premises.

10. Permittee's rights under this permit are subject to such rights as are outstanding in state and counties for roads and road rights-of-way, and to rights of third parties for electric power lines, telegraph lines, and water pipelines, and to such rights as may be vested in third parties to right of access to waters of Watts Bar Lake, and to TVA's right to enter upon and over any or all of the premises at any and all times for the purpose of operating, maintaining, and repairing existing electric transmission lines and constructing, maintaining, and operating additional electric transmission lines.

11. No assignment of this permit or any interest therein shall be made or granted without the prior written consent of TVA, and any instrument or document purporting to so assign or grant without the prior written consent of TVA shall be void and without effect; provided, however, that annual licensing by Permittee on a sharecrop basis for the production of foods for wildlife shall not be deemed to be an assignment within the meaning of this article. Any such license agreement shall be subject to all of the restrictions and provisions contained herein and shall incorporate by reference to this agreement all such restrictions and provisions.

12. TVA reserves the right to enter upon the premises at any and all times for the purpose of carrying out its programs and activities and in complying with its statutory obligations and to inspect the premises.

13. Permittee shall make all reasonable efforts to prevent and suppress forest fires and grass fires in or upon the premises.

14. Nothing in this agreement shall be deemed to constitute Permittee the agent of TVA for any purpose, and all persons employed by Permittee upon the premises shall be Permittee's servants, employees, and agents only.

15. Permittee shall not construct or erect or suffer or permit the construction or erection of any building or structures whatsoever upon the premises without prior approval in writing from TVA.

16. The said premises shall not be closed to the general public for recreational use such as fishing and picnicking, except that portion of said premises overhatched in red. Said overhatched portion may at the discretion of the Permittee be closed at such times as entry by the public would interfere with Permittee's wildlife program; provided, however, that as to all of the premises Permittee shall issue and enforce regulations prohibiting hunting and the carrying and use of firearms. Permittee may at its discretion issue and enforce regulations prohibiting trapping.

17. In all matters relating to this permit, the Manager of Properties, Knoxville Branch, whose address is Knoxville, Tennessee, shall act for TVA unless and until TVA shall notify Permittee in writing that another representative has been empowered to perform said function. In all matters relating to this permit, the Director, Tennessee Game and Fish Commission, whose address is Nashville, Tennessee, shall act for Permittee unless and until Permittee shall notify TVA in writing that another agent of Permittee has been empowered to perform such function.

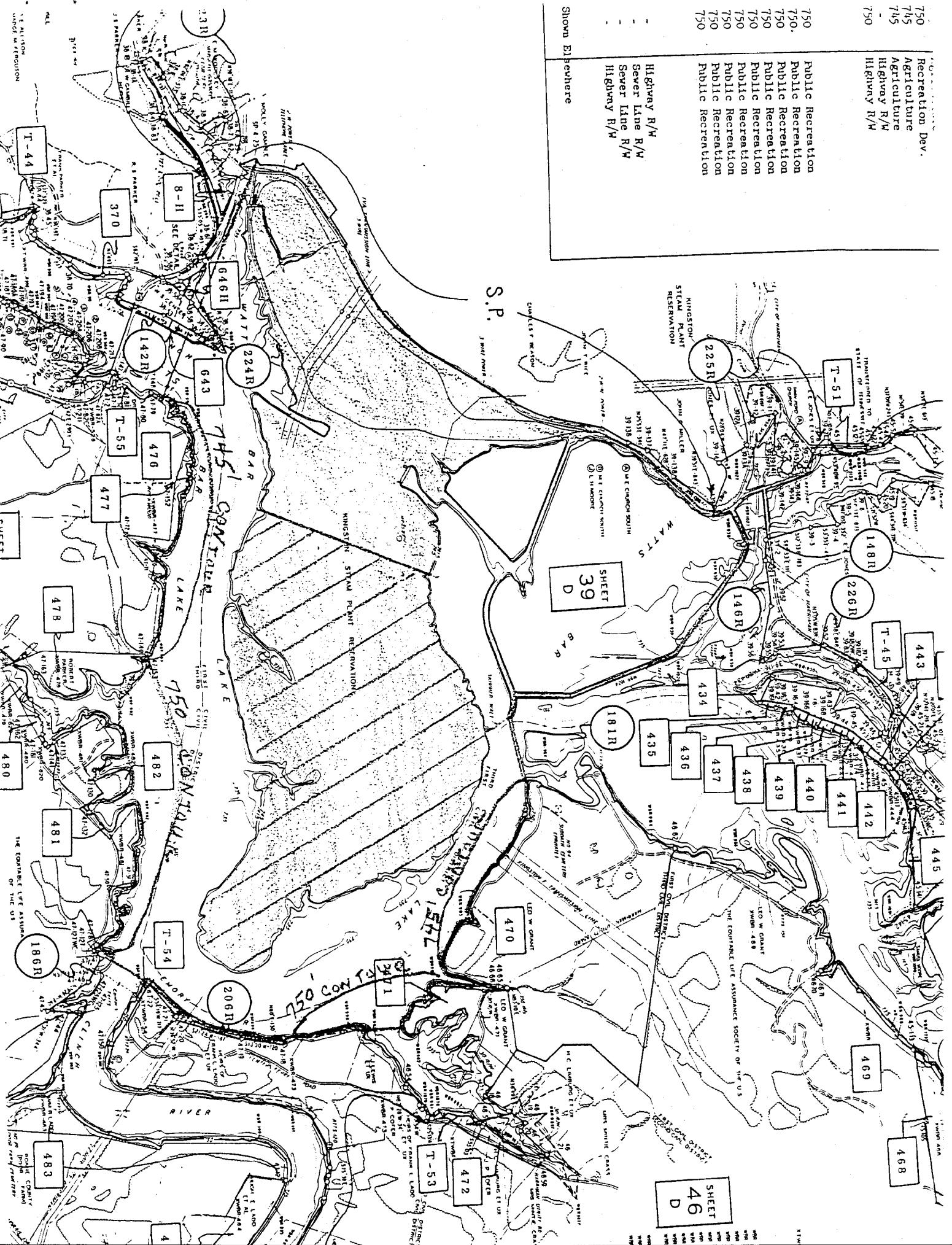
18. No member of or delegate to Congress or resident commissioner or any employee of TVA shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

750 Recreation Dev.
 745 Agriculture
 745 Highway R/W
 750 Highway R/W

750 Public Recreation
 750 Public Recreation
 750 Public Recreation
 750 Public Recreation
 750 Public Recreation
 750 Public Recreation
 750 Public Recreation

Highway R/W
 Sewer Lane R/W
 Sewer Lane R/W
 Highway R/W

Shown Elsewhere



IN WITNESS WHEREOF, the parties have executed this permit as of
the day and year first above written.

TENNESSEE VALLEY AUTHORITY

^{o/s}
By M. A. DEVOE _____ L.B.S
L.A.X

STATE OF TENNESSEE
Game and Fish Commission

^{o/s} By F. V. DURAND _____
Director