

TENNESSEE VALLEY AUTHORITYLICENSE TO RETAIN POSSESSION

STATE OF ALABAMA)
)
LIMESTONE COUNTY)

TENNESSEE VALLEY AUTHORITY, as the agent of the United States of America, in pursuance of authority vested in it by subsection "h" of Section 4 of an Act of Congress approved May 18, 1933, designated "Tennessee Valley Authority Act of 1933", and hereinafter designated "AUTHORITY", does hereby grant to

Robert H. Walker

hereinafter designated "LICENSEE", the license and privilege, subject to the conditions and stipulations hereinafter set forth, to remain on, until October 31, 1935, that certain tract of land situated in Limestone County, Alabama, designated on the map and survey of the Engineering Service Division of the Tennessee Valley Authority as **WR 231**, containing **112.7** acres, more or less, situated in Section **32**, Township **4 South**, Range **4 West** and particularly described in deed of Licensee conveying said land to the United States of America, to which reference is made.

Said license is only granted by the Authority at the request of the Licensee in an effort to extend to said Licensee every consideration and possible opportunity for removing and relocating the tenants and/or occupants of the land during the period elapsing from the date hereof and the time when possession of such land is, of necessity, required by the Authority. It is contemplated that the water levels will rise in the Wheeler Reservoir to the contour lines noted below, in accordance with the following schedule:

Fall, 1934	507 to 513
Winter, 1934-35	510 to 516
Spring & Summer, 1935	511 to 520
Fall & Winter, 1935-36 (Closure Period)	556

Prior to the actual flooding of the land, the work of clearing below the 556 contour line must be carried out. The work of clearing the timber is being carried on at the present time, but immediately prior to the flooding of the land, all buildings and fences must be removed. As the area of operation extends over an extent of approximately 100,000 acres, it will be necessary for the buildings and fences to be removed in the area in which this final operation is started a sufficient period in advance of the rise in the water so that the most remote area therefrom may be reached prior to flooding. Thus, the Licensee, in retaining possession under this license, does so entirely at his own risk with the knowledge that he may be compelled to remove therefrom without notice, with the consequent loss of any crops which he may have planted. Furthermore, the work of clearing the timber, which will be continually going on during this period, necessarily results in damage to crops, for which there will be no compensation.

CONDITIONS AND STIPULATIONS

1. The license and privilege herein granted shall continue until such time as Authority, at its election, shall require the use of said land for development purposes, but in no event beyond the 31st day of October, 1935. The election by Authority as to the necessity for its use of said lands to be determined wholly by Authority, and such determination shall be final and conclusive.
2. In no event shall the use and occupancy by Licensee delay, hinder, or interfere with the clearing, surveying, submerging with water, reforestation, prevention of soil erosion, or other activities of Authority or its agents.
3. Neither Authority nor the United States of America shall be liable for damages caused to the crops of Licensee, or other property remaining on said land, by reason of its operations as provided in Paragraph 2, and to this end Licensee waives all right to claim damages and all right of action which may arise by reason thereof, or by reason of overflow, back water, head water, necessity of surrendering possession, or otherwise.

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4. The Licensee remains upon said land at his own risk, and assumes all loss, waste, or destruction of crops and of property placed on said land caused by the operations of Authority, as herein provided.

5. This license shall be construed as a personal right of Licensee, and shall not be transferred or assigned by Licensee except with the written assent of Authority; provided, however, that Licensee may sublet all or any portion of said land to actual tenants, and then only on condition that said tenants shall be subject to the conditions and stipulations herein contained, and the Licensee covenants to indemnify and save harmless the Authority from any claims of said tenants whatsoever.

6. This instrument is executed by the Licensee in token of and in agreement to abide by the conditions and stipulations herein expressed.

7. The Authority shall be required to give no notice in advance of its operations which will interfere with the possession of the Licensee. However, notice in writing, by mail postpaid, to address of Licensee, of any matter arising under this instrument shall constitute notice to the same as fully and to the same extent as if given personally.

Dated this 20 day of May, 1935.

TENNESSEE VALLEY AUTHORITY

By *Sam Hagan*
Title Closer

Robert H. Walker
Licensee

WITNESSES:

Edw. Goodrich

Bob H. Walker