

Tract No. Fr 468-F  
Map No. 19MS 421K 504-5GRANT OF FLOWAGE EASEMENTS

THIS INDENTURE, made and entered into this 8th day of August, 1942, by and between Charles L. Millsaps and wife, Callie Millsaps of the county of Swain and state of North Carolina, hereinafter called the "Grantors", and the UNITED STATES OF AMERICA, hereinafter called the "Grantee";

## WITNESSETH

That for and in consideration of the sum of Three Hundred Eighty-two and 25/100 Dollars (\$382.25), cash in hand paid, the receipt whereof is hereby acknowledged, the Grantors have this day bargained and sold, and do hereby grant, bargain, sell, transfer, and convey unto the Grantee, and its assigns, easement rights in and over the land hereinafter described, for the following uses and purposes: (1) Over that portion of the following described land which lies below contour elevation 1715.63, Mean Sea Level (all elevations referred to herein being based upon Mean Sea Level as established by the Southeastern Supplementary Adjustment of 1936, U.S.C. & G.S.) and containing 5.7 acres, more or less: (a) The right to permanently overflow, flood, and/or cover said hereinafter designated land with the flood, slack or backwater created by the erection and operation of a dam or dams across the Little Tennessee River; (b) The right to enter upon said land from time to time, and prepare the reservoir area for impoundage of the water, and clear and remove therefrom any timber or other natural growth and any obstructions, accumulations, trash, filth, or any other thing which would in any way interfere with navigation or flood control, or tend to render inaccessible, unsafe, or insanitary either the reservoir created by said dam or dams or the margin thereof; together with the right to prevent the draining or dumping into said reservoir of any refuse, sewage, or other material which might tend to pollute the same; (c) The right to enter upon said land and do such drainage and other work as, in the discretion of the Authority, may be necessary to carry out an adequate program of malaria control, including the maintenance of (d) The right to enter upon said land and do such dredging, excavating necessary patrols and the application of larvicides, and other channel improvement work as, in the discretion of the Authority, may be necessary, together with the right to erect and maintain beacons or other signal structures as aids to navigation.

(2) Over that portion of the following described land which lies between contour elevation 1715.63 and elevation 1722.63 and containing 0.5 acre, more or less, the right to temporarily overflow the land and store water during flood periods.

The land affected by the easement rights above set forth is located and described as follows:

The land affected by the above described easement rights is that portion of the following described tract of land which lies below elevation 1722.63 MSL and is located in Forneys Creek Township of Swain County, state of North Carolina, on the right bank of Hazel Creek, approximately 7/8 mile northeast of the State Highway No. 288 bridge across Hazel Creek, the said tract being more particularly described as follows:

Beginning at a point in the center line of Hazel Creek and at the mouth of School House Branch, a corner of the lands of W.S. Calhoun, and George W. Rogers, and the most southerly point of the tract herein described; thence with George W. Rogers (and J.P. & Ollie Cable's line and the center line of the branch as it meanders upstream approximately, 790 feet to a point witnessed by a hemlock stump, a corner of the lands of J.P. & Ollie Cable, and the thence, leaving the branch with the J.E. Coburn HEIRS line North 24° 00' East, 660 feet to a birch tree on the right bank of Hazel Creek; thence with the right bank of the creek as it meanders downstream approximately 580 feet to a point in the southwest right of way line of the abandoned Smoky Mountain Railway, a corner of the lands of the J.E. Coburn Heirs, and J.G. Stikeleather et al; thence,

leaving the creek, with J.G. Stikeleather's line and the said right of way line as it meanders in a general southerly direction approximately 920 feet to a point in the center line of Hazel Creek, a corner of the lands of J.G. Stikeleather et al, and W.S. Calhoun thence with W.S. Calhoun's line and the center line of the creek as it meanders downstream approximately 350 feet to the point of beginning, and containing a total of 12.4 acres, more or less, of which 5.7 acres, more or less, lie below elevation 1715.63 and 0.5 acre more or less, lies between elevations 1715.63 and 1722.63, giving a total of 6.2 acres, more or less, lying below elevation 1722.63, subject to such rights as may be vested in the county or state to a road which affects approximately 0.3 acre. The above described tract of land is shown on Tennessee Valley Authority Land Map 19MS 421 K 504-5, Fontana Reservoir, a copy of which will be filed in the office of the Register of Deeds of Swain County, North Carolina.

It is understood and agreed that the bearings given in the above description are based on the North Carolina State Coordinate System, Lambert Projection, as established by the U.S. Coast and Geodetic Survey. The central meridian for this coordinate system is located at Longitude 79° 00' West. The elevations given therein refer to Mean Sea Level Datum and are based on the U.S. Coast and Geodetic Survey's Southeastern Supplementary Adjustment of 1936,

The above described land is a portion of the land acquired by Grantors by deeds from N.J. McMahan, et al, of record in the office of the Register of Deeds for Swain County, North Carolina, in Book 45, page 320, and from J.E. Coburn et ux, of record in the office of the Register of Deeds for Swain County, North Carolina, in Book 66, page 3, the C.L. Millsaps and the Charles Millsaps, named as grantee in said deeds, being one and the same person as the Charles L. Millsaps named as Grantor herein.

TO HAVE AND TO HOLD the aforescribed easement rights unto the Grantee and unto its assigns forever.

The Grantors, for themselves, their heirs, executors, administrators, successors and assigns, do hereby covenant to and with the Grantee that they are lawfully seized and possessed of the above described tract of land; that they have a good and lawful right to sell and convey the above described easement rights therein; that said land is free and clear of all encumbrances; and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

In further consideration of the payment of the purchase price above stated, and in order that the land affected by the above described easement rights and the remainder of Seller's land adjoining same may be thereby benefited and protected, the Grantors, for themselves, their heirs, personal representatives, successors and assigns, do hereby covenant and agree that they will not use said adjoining land in any manner which will result in the draining or dumping into the reservoir created by the above mentioned dam or dams of any refuse, sewage, or other material which might tend to pollute the waters of said reservoir; and this covenant shall be a real covenant which shall attach to and run with said adjoining land and which shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, or descent.

As a further consideration for the payment of said purchase price, the Grantors, for themselves, their heirs, personal representatives, successors, and assigns, do hereby release the UNITED STATES OF AMERICA and the county of Swain their successors, assigns, agents, and employees, from any and all liability for damages to the Grantors' remaining land by reason of any resulting loss of access facilities thereto. If, as a result of the highway plans ultimately adopted by the Grantee, the Grantors' remaining land should be furnished with access, then in consideration of the furnishing of such access, the Grantor

shall grant, execute, and deliver, without the payment of additional money consideration a conveyance of a right of way easement not exceeding 100 feet in width, sufficient for use in the construction of said access road.

The Grantors understand and hereby agree that all buildings, structures, or other improvements, tents and house trailers, located on that portion of the above described land lying below 1715.63 elevation, Mean Sea Level, either constitute potential hazards to navigation or otherwise interfere with the program for the preparation of the reservoir for the above mentioned dam or dams, and must be ultimately removed. This conveyance is made, however, upon the condition that the Grantors may retain said buildings, structures, improvements, tents, and house trailers on said land until December 1, 1943, provided that; (1) No buildings, structures, or other improvements, tents, or house trailers on the property shall be used for human habitation unless sanitary facilities, determined to be adequate by the Tennessee Valley Authority (the corporate creature and agent of the Grantee which is hereinafter referred to as "Authority"), are provided in connection therewith. If, the Authority determines that the sanitary facilities are not adequate, it may require the vacation of any and/or all buildings, structures, or other improvements, tents and house trailers, and require their removal or remove them if after 10 days notice the owner has failed to correct the situation by installation of necessary sanitary facilities specified in the Authority's notice. (2) If, in the opinion of the Authority's sanitary engineers, the water supply is inadequate for the purpose for which the property is being used, or if they determine that it is contaminated, the owner on 10 days notice, must provide a new and adequate supply or upon failure to do so, the Authority may require the vacation of any and/or all buildings, structures, or other improvements, tents, and house trailers, and require their removal or remove them. (3) No buildings, structures, or other improvements, tents, or house trailers shall be used for any purpose or to carry on any business which might tend to lower the morals of the community or be incompatible with the development of the area through the expenditures of public funds, which restriction in the use of the property shall include the sale of wine, beer, and other beverages of alcoholic content. (4) No additional improvements to be used for human habitation shall be placed on the property unless the Authority approves of the sanitary facilities to be provided in connection therewith. (5) All buildings, fences, structures, or other improvements, tents, and house trailers, may be salvaged by the Seller provided he removes the same from the land prior to December 31, 1943.

Wherever the context hereof requires, the plural number, as used herein, shall be read as singular and the masculine gender as feminine or as neuter.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals this the day, month and year above written.

Documentary Revenue Stamps.  
Paid and Cancelled \$ .55

Charles L. Millsaps (SEAL)  
Charles L Millsaps

Callie Millsaps (SEAL)  
Callie Millsaps

STATE OF NORTH CAROLINA

SWAIN COUNTY

I, Joseph L. Auten, a notary public for said county and state, do hereby certify that Charles L. Millsaps and Callie Millsaps, his wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument; and the said Callie Millsaps, wife of Charles L. Millsaps being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, does state that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person and that she does still voluntarily assent thereto.

WITNESS my hand and official seal this 8th day of August, <sup>A.D.</sup>1942. ~~A.D.~~

My commission expires: 2-6-44  
(Notarial Seal)

Joseph L. Auten Notary Public

STATE OF NORTH CAROLINA

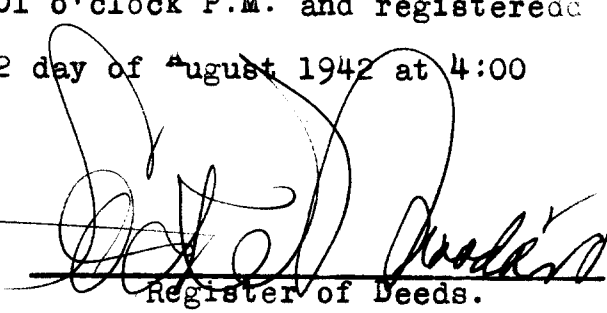
SWAIN COUNTY

The foregoing certificate of Joseph L Auten, a notary public of Graham County attested by his official seal, is adjudged to be correct. Let the instruments, and the certificate be registered.

WITNESS my hand this 8th day of August, A.D. 1942

Frank Hyatt  
Clerk Superior Court

Filed for registration on the 8th day of August, 1942 at 1:01 o'clock P.M. and registered in the office of the Register of Deeds for Swain County, NC. 12 day of August 1942 at 4:00 o'clock P.M. in Book 66 of Deeds, and page 143, etc.

  
Register of Deeds.