

NORTH CAROLINA  
SWAIN COUNTY

Tract No. FR 471-F

GRANT OF FLOWAGE EASEMENTS

THIS INDENTURE, made and entered into this 30 day of July 1942, by and between  
Grady Hall and wife, Viola Myers Hall  
of the county of Graham and state of North Carolina  
hereinafter called the Grantors and the United States of America, hereinafter called the "Grantee"

W I T N E S S E T H

That for and in consideration of the sum of Two Thousand One Hundred Twenty Three and sixty/100 Dollars (\$2,123.60), cash in hand paid, the receipt whereof is hereby acknowledged, the Grantors have this day bargained, and sold, and do hereby grant, bargain, sell, ~~and transfer~~, and convey unto the Grantee, and its assigns, easement rights ~~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 12.0 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 works, in the discretion of the Authority may be necessary to carry out an adequate program of malaria control, including the maintenance of necessary patrols and the application of larvicides; (d) The right to enter upon said land and do such dredging, excavating, 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 0.9 acres, 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 side of Hazel Creek, approximately 1/2 mile northeast of the State Highway No. 288 bridge across Hazel Creek, the said tract being more particularly described as follows:

Beginning at a stake in a fence line, a corner of the lands of Ollie Hall & the Hazel Creek Land Company, Bill Cable et ux, H. N. Ballew et ux, and the J. E. Coburn Heirs, and the most southwesterly point of the tract herein described; thence with the J. E. Coburn Heirs' line N. 22° 00' E., 1330 feet to a black oak tree at the top of a ridge, a corner of the lands of the J. E. Coburn Heirs, and J. P. & Ollie Cable; thence with J. P. & Ollie Cable's line and the top of the ridge as it meanders approximately along a bearing and distance of N. 86° 00' E., 1110 feet, to a point in the center of a road junction, a corner of the lands of J. P. & Ollie Cable, Etta Kirkland, and W. S. Calhoun; thence with W. S. Calhoun's, and Dillard Hall's line and the center line of the road as it meanders approximately along the following bearings and distances: S. 22° 00' E., 630 feet; S. 19° 00' E., 430 feet; N. 89° 00' W., 285 feet; to a point; thence, leaving the road, with Dillard Hall's line S. 25° 00' W., 30 feet to a point in the north right of way line of the abandoned Smoky Mountain Railway, a corner of the lands of Dillard Hall, and the Biltmore-Oteen Bank (Trustee); thence with the said Bank's line and the said right of way line as it meanders in a general westerly direction approximately 550 feet to a point, a corner of the lands of the Biltmore-Oteen Bank, and Ollie Hall & the Hazel Creek Land Company; thence, leaving the said right of way line, with Ollie Hall & the Hazel Creek Land Company's line S. 71° 30' W., 1230 feet to the point of beginning, and containing a total of 33.9 acres, more or less, of which 12.0 acres, more or less, lie below elevation 1715.63, and 0.9 acre, more or less, lies between elevations 1715.63 and 1722.63, giving a total of 12.9 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 0.6 acre. The above described tract of land is shown on Tennessee Valley Authority Land Map 19MS 421K 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 and 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 described in a deed from J.R. Bradshaw et ux, to Grady Hall, of record in the office of the Register of Deeds for Swain County, North Carolina, in Book 57, page 286.

TO HAVE AND TO HOLD the aforedescribed 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 to the same 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 the 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 Grantors 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 ~~maximally~~ 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, we have hereunto set our hands and affixed our seals, this the day and year first above written.

Documentary Revenue Stamps - 2<sup>nd</sup> Pd. - Cancelled.

Grady Hall (SEAL)  
Viola Myers Hall (SEAL)

STATE OF NORTH CAROLINA  
SWAIN COUNTY

I, Joseph L. Auten, a notary Public for said county and state do hereby certify that Grady Hall and Viola Myers Hall, his wife personally appeared before me this day and acknowledged the due execution of the foregoing instrument, and the said Viola Myers Hall, wife of Grady Hall, 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 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 30 day of July, 1942.

(Notarial Seal) My Commission Expires 2-6-44

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 30 day of July, 1942.

Frank Hyatt

Clerk of Superior Court.

Filed for registration on the 30 day of July, 1942 at 2:10 P.M. and registered in the office of the Register of Deeds for Swain County, N.C. 7 day of August, 1942 at 3 o'clock P.M. in Book 66, page 118.

Register of Deeds