

Book 636

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GRANT OF FLOWAGE EASEMENT

Tract No. FL-288-F

Map No. 19 R.4

STATE OF TENNESSEE
COUNTY OF KNOX

THIS INDENTURE, made and entered into this 20th day of May 1942, by and between
C. F. WHITESIDE, single,
hereinafter called the "Grantors," and the UNITED STATES OF AMERICA, hereinafter called the "Grantee;"

WITNESSETH:

~~XXXXXX~~
That for a part of the consideration shown in the Warranty Deed executed between the parties hereto, bearing even date herewith conveying the fee to tracts ~~FL-318 and FL-751~~

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, permanent easement rights in and over the land hereinafter designated for the following uses and purposes: (a) The right to permanently overflow, flood, and/or cover said hereinafter designated land with the flood, silt, or backwater created by the creation and operation of a dam or dams across the Tennessee River; (b) The right to enter upon said land, from time to time, 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 of 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 as, 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 excavate, erect structures, and do such other work as is desirable in connection with the needs of navigation.

The land affected by the above described easement rights is that portion of the following described tract of land which lies below elevation 820 Mean Sea Level (as established by the Southeastern Supplementary Adjustment of 1936, U.S.C. & G. S.), and is located in the Tenth Civil District of Knox County, State of Tennessee, on the right side of the Tennessee River, approximately 1 1/4 miles northeast of Concord, the said tract being more particularly described as follows:

Beginning at a point in the center line of the Southern Railway and in the prolongation of a fence line, a corner of the lands of F.L. Reaves et ux, and John Taylor et ux, and the most northerly point of the tract herein described; thence with John Taylor's line S. 39° 00' E., 880 feet, crossing Fox Road, to a point in the center line of Sinking Creek, a corner of the land of John Taylor et ux, and the land to be acquired in fee by the Tennessee Valley Authority in the name of the United States of America from W.C. Whiteside under the designation of Tract No. FL-751; thence, with the United States of America's line S. 65° 00' W., 1585 feet (bearing and distance both approximate) to a point in a fence line, a corner of the above designated Tract No. FL-751, and the land of M.L. Stanberry et ux; thence with M.L. Stanberry's line and a fence line N. 41° 03' W., 906 feet to a point in the center line of the Fox Road, a corner of the land of M.L. Stanberry et ux, and the land to be acquired in fee by the Tennessee Valley Authority in the name of the United States of America from W.C. Whiteside under the designation of Tract No. FL-318; thence with the United States of America's line and the center line of the road in a northeasterly direction 325 feet to a point; thence, leaving Fox Road, N. 21° 06' W., approximately 75 feet to a point in the center line of the Southern Railway, a corner of the above designated Tract No. FL-318, and the land of Pearl Turbyville; thence with Pearl Turbyville's, and F.L. Reaves et ux's line and the center line of the railway as it meanders in a northeasterly direction approximately 1300 feet to the point of beginning, and containing a total of 32.6 acres, more or less, of which 26.7 acres, more or less, lie below elevation 820 MSL (as established by the Southeastern Supplementary Adjustment of 1936) and is shown on Tennessee Valley Authority Land Map IOMS 421K 19 for Fort Loudoun Reservoir, a copy of which will be filed in the Recorder's Office of Knox County, Tennessee, the said 26.7 acres being subject to such rights as may be vested in the Southern Railway Company to a right of way which affects approximately 0.1 acre, and to such rights as may be vested in third parties to telephone and/or telegraph line rights of way.

NOTE: The bearings given in the above description are based on the Tennessee 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 86° 00' W. All improvements located below or partially below the 815 foot (MSL) contour are to be removed. The above described tract of land being a portion of the same property described in the deed from W.C. Whiteside to C.F. Whiteside, dated January 28, 1941, recorded Book 619, page 48 in the Register's Office of Knox County, Tennessee.

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 tract 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 of the promotion of public health and sanitation for the benefit and protection of the above described land and the remainder of their adjoining land, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do likewise covenant and agree, to and with the Grantee, that they will not use said adjoining land for any purpose which will result in the draining or dumping into any reservoir created by the above mentioned dam or dams, of any refuse, sewage, or other material which might tend to pollute the waters of such reservoir; and Grantors further agree that this 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, descent, or succession.

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 Grantors have hereunto affixed their signatures on this the day and year first above written.

G. E. Whiteside (SEAL)
C. F. Whiteside (SEAL)
(SEAL)
(SEAL)
(SEAL)

TENNESSEE ACKNOWLEDGMENTS

STATE OF TENNESSEE
COUNTY OF KNOX

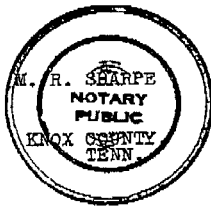
On this 20 day of May 1942, before me personally appeared

G. F. Whiteside, single, Knox

XXXXXXX, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand, at office, this 20 day of May, 1942.

My commission expires: Apr. 11-1946 M. R. Sharpe Notary Public



STATE OF
COUNTY OF

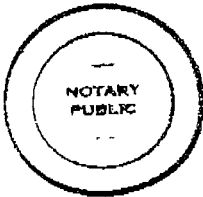
On this day of 19, before me personally appeared

and

h wi, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as free act and deed.

WITNESS my hand, at office, this day of 19.

My commission expires: Notary Public



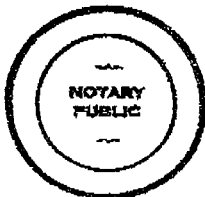
STATE OF
COUNTY OF

On this day of 19, before me appeared

to me personally known, who, being by me duly sworn did say

that he is the of a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal at office in



this day of 19

Notary Public

My commission expires:

Received for record the 22nd day of May 1942 at 9:53 o'clock A. M.

Recorded the 2nd day of June 1942

B. K. Albrecht Registrar