

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

EASEMENT TO THE UNITED STATES OF AMERICA.

WHEREAS, F. L. Riddle, of Greenville County, State of South Carolina, did heretofore file with the War Department a claim against the United States of America in the sum of \$11,530.00 for damages to his dairy farm located near the Greenville Army Air Base resulting from the flow of sewage waters from said Army Air Base into Reedy Fork Creek which runs through the farm lands of the said F. L. Riddle; and

WHEREAS, the Congress of the United States has passed an Act, entitled "AN ACT For the relief of F. L. Riddle," approved December 21, 1944, (Private Law 495, 78th Congress), as follows:

"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to F. L. Riddle, of Greenville, South Carolina, the sum of \$11,530, in full settlement of all claims against the United States for all damages resulting from the flow of sewage waters from the Greenville Army Air Base, Greenville, South Carolina, into Reedy Fork Creek, which runs through the dairy farm of the said F. L. Riddle; Provided, That no payment shall be made, under this Act until the said F. L. Riddle shall have granted unto the United States an easement in his land in a form satisfactory to the Secretary of War consenting to the flow of sewage waters from the Greenville Army Air Base into Reedy Fork Creek and through his said farm; And provided further, That no part of the amount appropriated in this Act in excess of 10 per centum thereof shall be paid or delivered to or received by any agent or attorney on account of services rendered in connection with this claim, and the same shall be unlawful, any contract to the contrary notwithstanding. Any person violating the provisions of this Act shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not exceeding \$1,000."

And, Whereas, the said F. L. Riddle desires to comply with the terms of the above Act and to execute to the United States of America the easement required.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That, I, F. L. Riddle, in consideration of the sum of Eleven Thousand Five Hundred and Thirty Dollars (\$11,530) to me in hand paid by the United States of America, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey to the said United States of America, hereinafter referred to as the Government, an easement in and through my land described herein for the use of Reedy Fork Creek for the flow of sewage waters from the said Greenville Army Air Base. The Government shall have the right to use said Reedy Fork Creek in any manner necessary for the flow of sewage waters from the Greenville Army Air Base into said Reedy Fork Creek and through and over the grantor's land. The grantor further agrees that the Government shall have free access to said land for the inspection of said Reedy Fork Creek and for the clearing away of any trash or debris of any kind which may stop the flow of said creek or interfere with its use. The grantor hereby gives the Government a full and complete easement in every respect to the use of the said Reedy Fork Creek for the purpose set forth in the Act, and agrees not in any manner, by any act or deed, to interfere with the Government's exercise of said easement. On the contrary the grantor agrees to aid and assist the said Government in any reasonable manner required in order to make said easement full and complete for the purposes desired.

The land over and through which this easement shall exist is described as follows:

"All that certain piece or tract of land situate, lying and being about nine miles South of the Court House, in the County of Greenville, in the State of South Carolina, on both sides of Reedy Fork Creek, containing ninety-eight and 85/100 (98.85) acres, more or less, as shown on plat prepared by R. E. Dalton, Engineer, dated November, 1922, said tract being bounded on the North by lands of Cox and of Willimon, on the East by lands of Willimon and of Ashmore, on the South by lands of Ashmore and of Harris, and on the West by lands of Harris and of Payne, the said tract being shown and delineated as tracts 3, 4, 5 and 6 on plat embracing the same prepared by Dalton and Neves, Engineers, dated January 1933, and being the same tract of land described in the deed of E. Inman, Master, to the First Carolina Joint Stock Land Bank of Columbia, dated December 15, 1932, and recorded in R. M. C. Office for Greenville County in Deed Book, Volume 165, page 408, and being the same tract of land conveyed to the grantor herein, F. L. Riddle, by the First Carolina Joint Stock Land Bank of Columbia by its deed dated December 24, 1936, and recorded in R. M. C. Office of Greenville County in Deed Book, Volume 188, page 365."

Reference is hereby made to said conveyances above mentioned for further details of description, etc.

The above easement shall continue in full force and effect as long as the said Government has any interest in the said Greenville Army Air Base or has any interest whatsoever