

(Deed 75 0) (or Agreement)

State of South Carolina,

County of Greenville.

WHEREAS, Katrine Manufacturing Company, a corporation organized under the laws of said State is contemplating the erection of a dam on Reedy River at a point at or near Fork Shoals for the purpose of developing the power of said river; and

WHEREAS, James B. Riddle, who owns a considerable body of land situate in the County and State aforesaid, on said River above the proposed dam, has agreed to convey unto said corporation the right to make said development and overflow such portions of his lands as will be covered by back water; provided, however, that the normal water line of said pond shall not be raised in excess of five and one-twelfth (5-1/12) feet above the highest point of a certain rock near the middle of the stream across by the present dam which was built by Fork Shoals Cotton Mills Company, and is located a short distance above the iron bridge which crosses Reedy River at Fork Shoals.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That I, the said J.B. Riddle in consideration of the sum of one dollar to me in hand paid at and before the sealing and delivery of these presents by Katrine Manufacturing Co, the receipt whereof is hereby acknowledged, have granted, bargained sold and released and by these presents do grant, bargain, sell and release unto said Katrine Manufacturing Co., the right so far as this grantor and his lands are concerned, of erecting and maintaining a dam or dams across Reedy River at or near Fork Shoals, and from time to time to repair and re-build said dam, and increase its height if it should be deemed advisable, provided the height does not exceed the stipulation set forth above. in paragraph two. Together with the right to pond the waters of said river and to overflow by back water such portions of my land as will be covered by said pond. And I do hereby release said Company from any damage accruing by reason of said back water.

It is understood by the parties to this agreement that the said James B. Riddle reserves all the hunting, fishing and boating rights and privileges to such portion or portions of his land as will be covered by back water, the said rights and privileges extending also to so much of the river as is covered by his deed. It is also understood by the parties to this agreement that the water rights granted in this agreement do not apply to any part of the said James B. Riddles premises except that part effected by back water from a dam which conforms to the stipulations set forth in paragraph No. 2.

TO HAVE AND TO HOLD, all and singular the said rights and privileges before mentioned unto Katrine Manufacturing Company, its successors and assigns.

WITNESS my hand and seal this 16, day of November, 1911, in presence of:

J.M. Austin,
W.A. Ross,

J.B. Riddle - -

State of South Carolina,

County of Greenville.

Personally appeared before me J.M. Austin who, upon being duly sworn, says that he saw the within named James B. Riddle sign, seal and as his act and deed deliver the within written deed and that he with W.A. Ross witnessed the execution thereof.

Sworn to before me this 16, day

of Nove. 1911.

J.M. Austin

W.A. Ross, (L.S.)

Notary Public for South Carolina.

Recorded November 24th, 1911.