

CR Form 140
(8-15-42)

GRANT OF EASEMENT FOR AVIGATION.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

1. THIS INSTRUMENT, made and entered into this 7th day of January, 1943, by and between G. W. L. Payne whose address is Greenville, S. C., for his heirs, executors, administrators, successors and assigns, herein after called the Grantor, and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH THAT:

2. The Grantor, for and in consideration of the sum of Four Hundred Fifty and no/100 dollars (\$450.00), to be paid by the Government as hereinafter specified, hereby grants, bargains, sells and conveys to the Government an easement in, over, and across the land described in Paragraph 3 and in the airspace over said land for the establishment and use of a clearance zone for the approaches to the _____ runway at Greenville Army Air Base (Airport (Field), Greenville, South Carolina, said clearance zone having a forty to one aircraft glide angle and starting at a point 1,000 feet distant from the end of said runway or at a point on the boundary of said airport when said boundary is more than 1,000 feet from the end of the runway; including the continuing right in the Government to cut timber, remove buildings and clear the said zone of any and all obstructions extending above the plane of the glide angle; and also including the right of ingress and egress to the lands to effect the necessary clearances; reserving, however, to the grantor and his heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the easements granted to the Government; the Government to have and to hold the said easements and rights for a period of _____ years from the date of this Instrument.

3. The land affected by the above described rights and easements comprises 25.75 acres, more or less, situated in the County of Greenville, State of South Carolina, being more particularly described as follows: to-wit: Bounded on the Northeast by W. G. L. Payne, Oscar Ayers, on the Southeast by W. G. Cox, on the Southwest by W. G. Cox, on the West by Lewis Riddle, and being more fully described as follows: Beginning at the most Easterly corner of the herein described tract, a corner common to Oscar Ayers and W. G. Cox; thence S. 39 W. 15.2 chains; thence N. 46 W. 18.25 chains; thence N. 12-30' W. 12.23 chains; thence S. 54 E. 14.35 chains; thence N. 68- 45' E. 6.75 chains; thence S. 48-15' E. 10.30 chains to the beginning.

Said land being the same land or a portion of the land described in the instrument of record in (17) deed Book, Page 586, Greenville County Records.

4. The Government agrees that the consideration above recited will be paid by the Finance Officer, U. S. Army, at _____ within thirty days from the date of this Instrument, said payment to constitute full compensation to the Grantor for the rights and easements herein granted, including any and all claims for damage to or arising from the destruction of crops, trees, bushes, poles, towers, buildings and like obstructions damaged or destroyed in the exercise of the rights and easements herein granted.

5. It is understood and agreed that the undersigned grantor is the owner in fee simple of the above described land and that the land is free and clear of all liens or encumbrances except as follows:

6. It is further agreed that if for any reason the Government determines to acquire the above described easements and rights by condemnation proceedings, such proceedings will be instituted in the District Court of the United States for the District in which the land is located, under a consent verdict fixing the award in the same amount as recited in paragraph 2 of this Instrument and will deposit said amount of money with the Clerk of said Court, same to be disbursed by said officer pursuant to the decree entered in such condemnation proceedings. In such event the exercise and use of the rights and easements by the Government as granted aforesaid shall not be interrupted, but shall continue to be enjoyed by the Government throughout the pendency of said condemnation proceedings.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written

In presence of:

James R. Todd
(Witness)

Jacob B. Clegg
(Address)

G. W. L. Payne
Grantor

United States of America
BY: George W. Adair
George W. Adair, 1st Lt. C of E
Purchasing and Contracting Officer.
(Official Title).

State of South Carolina,
County of Greenville.

(OVER)