

A special meeting was called at 7:30 P. M. July 17, 1952 of the members of the Commission of Public Works and the Town Council. J. H. Chapman, Waterworks Chairman and F. E. Young, were present of the Water Commission. Mayor G. M. Perry, Chief, W. A. Gaines and Councilmembers T. A. Phillips, J. W. Wallace, Jr., S. C. Carson, Frank Abercrombia and C. F. James were present. Mr. W. C. Mann, Town Attorney met with the Council and Commissioners to discuss the water situation at the creek.

The meeting was called to order by the Mayor, and the trouble, confusion and etc. that we have been having for some time at the creek, about the land that we bought from Leroy Chamblee, in order to take care of our interest at the creek was discussed. Before we bought the land from Chamblee, Lawyer Wyatt of Pickens, after due study and opinion said that Chamblee had a clear deed and title to the land we bought. After acquiring this land and also after our dam was completed, Mr. Chapman and the Town employees started to put some concrete on the side of the dam, due to a washing of the bank and Mr. Holliday forbid them in there. There has been considerable trouble at the creek for several years and now Mr. Mann will tell you the steps which have been taken.

The Waterworks has a rectangle strip of land that the pump and intake valve are located on. This was all the original property owned by the Waterworks. It was purchased from Mr. Patterson. Mr. Holliday goes below the bridge and starts pumping sand with suction pumps. He has pumped the natural flow of sand and also the bed of the stream until the Waterworks were not able to get water to supply the Town and their needs. A letter from Mr. Dawson, Engineer, Hardwood Beebe Co. was read by Mr. Perry at this time, it tells how much the bed of the creek has been decreased since the water was installed for Central.

On August 2, 1950, Bob Ballentine, Attorney of Anderson wrote Mr. Perry a letter and this letter was then read. It concerned the dam that the Town had decided to build at the creek. A wooden dam that was driven into the bed of the creek. The letter said that Holliday would sue us if the dam was put in. This wooden dam was completed and the sand pumps undermined it. Mr. Perry then turned this letter over to Lawyer Mann and he answered it, and this letter was read. We never heard anymore from Mr. Ballentine.

We started our dam in 1950 with a temporary dam. The law gives everyone the natural flow of sand and water, but Mr. Holliday has not only taken the natural flow of sand but the bed of the stream about 2½ feet and we have the right to hold the sand up to its natural level. So we heard no more from them until the Commission decided that something would have to be done about the bank washing out. The Commission decided to put ~~some~~ concrete and try to stop this. We had already bought the land from Chamblee and were doing this to protect the dam and also the land, but Mr. Holliday said we could not go in there. Mr. Mann came down then and went to see Mr. Holliday, Joe Rampey and Clifford Holliday and talked with them about hiring surveyors, one for Mr. Holliday and one for the Commission, then if they could not agree hire another one, then if no agreement let the court appoint one until this was settled. Mr. Holliday ~~said~~ said this was the way to do it and Mr. Mann went back to Pickens and drew up an agreement to this effect. The Commissions signed this agreement and Mr. Mann went to Joe Rampey's and carried him up to talk to the Holliday's and went over this very thoroughly with them. Mr. Holliday said that was the very thing to do but he would not sign the contract. So Mr. Mann returned to Pickens and made another stab at trying to settle this matter. He wrote a letter to Mr. Rampey and Mr. Ben & Clifford Holliday and asked them to see him sometime before June 30. On the morning of June 30 J. D. Vicker, Jr. Attorney called Mr. Mann and said he had to go out of town and could he see him the next day. Mr. Mann agreed to this and the next morning J. D. Vickery was there. To settle this he wanted us to pore holes in our steel dam, which the engineers could not agree to at all, let Mr. Holliday put a pump above the dam and give Joe Rampey a right of way to the creek. We could not let a pump be put

above the dam because when Arthur Head sold us the land above the creek we agreed not to let anyone put a pump on it. Lawyer Wyatt says that the title Leroy Chamblee has is good, also Joe Rampey says he owns the land and Clifford has a lease from Rampey. This is the land right below the pump house. The letter from Lawyer Wyatt concerning this land was read and he is a fine title of land lawyer. The deed to this same land that Joe Rampey has was given him by Ben Holliday. So Leroy Chamblee has a deed, which we bought from him, Joe Rampey also has a deed to this same land which he bought from Ben Holliday. Ben Holliday also conveyed to Clifford Holliday 54 acres which is that part to the right of the Highway on down where his pumps are, it was sold on January 1, 1947. It is up to the Town Council and Commissions to forbid them to go on land which we think is our. ~~TKKXKXKXKXKXKXK~~ We can bring action and ask for restraining order so that Mr. Holliday can not interfere with our dam and the damages that he has caused by his pumps to the Construction of our dam. The dam is \$8,169.23, land from Arthur Head and Leroy Chamblee \$2,140.00 Surveyers \$78.90 and \$15.00 making a total of \$10,403.13, this does not include the time of our employees. Also we can ask them for a quick change deed or sue. This is left up the Town. Mr. Perry's opinion is that we have gone to work and that we had a right to buy the land from Chamblee since Lawyer Wyatt had already checked it. Mr. Mann has not checked this again since Lawyer Wyatt had already done this. The title suit and damage suit can be made together. The question is who owned the land first and Chamblee was traced back to the original owner. Mr. Chapman thinks we should sue them but first see about this quit change deed, because we have done everything to get them act right about this.

If they will agree to a quit change deed and \$100 for the piece of land from the road down to the land we bought from Chamblee then we will let Clifford Holliday have the land below the creek from the middle of the creek down to where our land ends. We can not agree to let Clifford Holliday have a pump on our land above the dam as Arthur Head sold us the land with an agreement that we would not let Clifford Holliday or anyone else put a pump on it. Arthur Head had a sand pump above the dam and Clifford Holliday would not let him cross a strip of land about 6 feet wide that belonged to him and Arthur Head had to go around another way so he would not let us buy the land until we gave him our promise not to let a sand pump be put on this property. Mr. Chapman offered to let Holliday put a pump above the dam on our original property before we bought this other land from Head and Holliday would not. He said that he was going to pump right in front of the dam and suck the dam down.

The council had a round table discussion of decided not to pay any money at all except \$100 for the strip of land and the quit changed deed. If this does not work we will get a restraining order and put the concrete in the bank of our dam to keep it from washing and when we do this the suit will be filed.

Mr. Chapman likes the quit change deed and buying the strip of land including the road, and down to the land we bought from Chamblee. Mr. Young the 2nd Commissioner also agreed to this. But if this does not work just throw the book at them. C. F. James made a motion that we try the quit change deed and if this doesn't suit them get a restraining order and file suit, for the title of the land and also for damages. Mr. Perry asked if there were any more question about this. The motion was made by C. F. James and 2nd by S. C. Carson. There was no discussion. Mr. Perry asked that all members agreeing to this motion of Mr. Chapman and Mr. James raise their right hand. It was unanimous. A resolution was made to this effect and signed by the Town Council and Commissioners.

G. M. Perry, Mayor

Attest:


Sara S. James, Clerk