

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

Whereas, J. Luther and Maggie Epps, on the 6 day of July, 1925, executed and delivered to the City of Greenville, S. C., a right-of-way and easement over all or part of the real estate hereinafter described, and said agreement and easement has been duly recorded in Deed Book, 120, Page 22, R. M. C. Office for Greenville County, and,

Whereas, the City of Greenville now proposes to construct a second pipe line along and over said lands as permitted under the terms of the said easement agreement heretofore given, and

Whereas, it is desired by this supplemental agreement to specify the location of said second pipe line to be laid and to fix the damage, if any, for such additional rights of use.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned of the State and County aforesaid, the owners of the property below described, for and in consideration of the premises and of the sum of Twenty Seven Dollars to us in hand paid by the City of Greenville, S. C., the receipt whereof is hereby acknowledged, do hereby release and discharge the said City of Greenville, its successors and assigns, from all claims for damage of any nature whatsoever by reason of the installation and construction of said second pipe line which is to be laid so that the center line thereof will not be further than 35 feet from the center line of the old pipe line. The compensation hereinbefore named constitutes payment for all privileges and rights hereby granted and for all damages arising from the installation and construction of said second pipe line along and over the lands hereinafter described.

A tract of land situated in Bates Township, said County and State, and bounded by lands of James Frick on the north; by A. M. Reece on the east; by B. H. Stroud on the south; and by H. A. Gudger on the west. There is no mortgage on the above described property

To Have and to Hold all and singular the rights and privileges hereby granted and released to the City of Greenville, its successors and assigns forever.

We hereby agree to release and give to the City of Greenville, S. C. actual physical possession of the above described premises not later than the 19th day of December, 1938.

In witness whereof, the said parties have hereunto set their Hands and Seals this the _____ day of December, 1938.

In the presence of:

J. H. Cleveland
J. B. Cleveland

Claud Brazil (L. S.)
Ola Mae Brazil (L. S.)
Bertha Ownesby (L. S.)

State of South Carolina,
County of Greenville.

Personally appeared before me J. H. Cleveland and made oath that he saw the within named Claud Brazil, Ola Mae Brazil and Bertha Ownesby sign, seal and as their act and deed, deliver the within written instrument for the uses and purposes herein mentioned, and that he with J. B. Cleveland witnessed the execution thereof.

Sworn to before me this 19th day of December, 1938.

A. G. Gower (L. S.)
Notary Public for S. C.

J. H. Cleveland
Approved by Commission
12-19-38

Paid 12-16-38

Ck #4. Construction account PWA Docket S.C. 1289-F

Recorded this the 11th day of January, 1939 at 4:16 P. M. #426 BY: E.G.