

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

WHEREAS, Sallie A. Bates, J. C. Bates and Clara B. Turner on the 26th day of June, 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 11, 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 I, the undersigned of the State and County aforesaid, the owner of the property below described, for and in consideration of the premises and of the sum of One Hundred and Twenty Five and 00/100 Dollars, to me 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 Cleveland Township, said County and State, and bounded by lands of Saluda Land and Lumber Co., on the north; by A. G. and Sunie Burgess and Ruth M. Bates on the east; by South Saluda River on the west and by Saluda Land and Lumber Co., and the City of Greenville, S. C., on the south. No part of land included in right of way is leased for the year 1939.

The damage paid for under this agreement also include that strip of lands extending along second pipe line as staked out by engineers and being 15 feet in width north of said line of stakes.

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.

I 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 1st day of March, 1939.

IN WITNESS WHEREOF, the said party has hereunto set her hand and seal this the 25th day of February, 1939.

IN THE PRESENCE OF

Mrs. C. S. Morris, Jr.  
Christine McKee

MRS. CLARA B. TURNER (IS)

STATE OF NORTH CAROLINA )

COUNTY OF MECKLENBURG )

Personally appeared before me Christine McKee and made oath that she saw the within named Mrs. Clara B. Turner sign, seal and as her act and deed deliver the within written instrument for the uses and purposes herein mentioned, and that she with Mrs. C. S. Morris, Jr., witnessed the execution thereof.

CHRISTINE MCKEE

SWORN TO BEFORE ME THIS 25th day of February, 1939.

C. L. GARRETT (LS)  
Notary Public for N. C.



My commission expires July 21, 1940.

CONSTRUCTION ACCOUNT APPROVED BY COMMISSION  
PWA DOCKET S.C.1289-F MAR 22, 1939

S. C. Stamps \$1.00  
U. S. Stamps \$0.50

Recorded July 28th, 1939 at 3:50 P. M. #9584

For Confirmation of Intent See Deed Book 951 Page 319  
For Court Order See Deed Book 982 Page 425