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OLLIE FARNSWORTH

THIS SUPPLEMENTAL AGREEMENT, Made and entered into on this 17th day of September, 1953, by and between the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of South Carolina, the first party, and the CITY OF GREENVILLE, a municipal corporation under the laws of the State of South Carolina, the second party,

WITNESSETH, That:

WHEREAS, on the 17th day of April, 1953, a certain agreement was entered into between the first party and the second party, covering the location, grading, construction, paving and maintenance for public use of three streets (two streets sixty feet in width and one street forty feet in width) on the first party's property at East Greenville, Greenville County, South Carolina, as in said agreement fully set forth, which agreement is made a part of this supplemental agreement by reference; and

WHEREAS, said agreement of April 17, 1953, did not specifically provide for the paving of two parcels of the first party's right of way between the southeastern ends of the two sixty-foot strips and the northeastern edge of Jamison Road paving; and

WHEREAS, it is desired that written provision be made for the paving of the said two parcels of land, more specifically described as follows:

PARCEL 1: Beginning at an iron pipe on the dividing line between land of the first party and land of V. D. Ramseur, said iron pipe being 100 feet northeastwardly, measured radially, from the center line of the main track of said first party; running thence northwestwardly, concentric with said center line of the first party's main track, a distance of 103.3 feet to an iron pipe; thence in a southeasterly direction at an angle of 41 degrees and 3 minutes to the preceding course a distance of 41 feet to the northeastern edge of the Jamison Road paving; thence at an angle to the left and in a southeasterly direction along the northeastern edge of said paving a distance of 128.8 feet to a point; thence, at an angle to the left and in a northwesterly direction along the southeastern projection of said dividing line a distance of 70 feet to the said point of beginning.

PARCEL 2: Beginning at an iron pipe on the dividing line between land of Binswanger & Company, Incorporated and land of the first party, said iron pipe being 100 feet northeastwardly, measured radially, from the center line of the main track of said first party; running thence southeastwardly, concentric with said center line of the first party's main track, a distance of 81 feet to an iron pipe; thence, at an angle to the right of 41 degrees and 4 minutes to the preceding course and in a southeasterly direction, a distance of 46 feet to the northeastern edge of the Jamison Road paving; thence, at an angle to the right and in a northwesterly direction along the northeastern edge of said paving a distance of 80.8 feet to a point; thence, at an angle to the right and in a northwesterly direction along the southeastern projection of said dividing line a distance of 50 feet to the said point of beginning.

Said segments of land being more clearly shown in red on blueprint of the first party's Drawing 5B-104 attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, it is agreed as follows:

1. That the first party hereby grants to the second party for highway or street purposes, subject to the conditions, terms, reservations and limitations of said agreement dated April 17, 1953, an easement and right of user in and to the two parcels of land above described.
2. That the second party shall pay all costs and expenses of every kind and character incident to the laying out, construction, maintenance, paving and draining of

For Parcel 1 & 2 see Drawing 5B-104