

mutual attempts to secure a 25-foot strip of land for one half of said right of way from the owners of the property adjoining Louise Farrell Earle on the southwest and now or formerly owned by J. D. Hollingsworth), then a 50-foot right of way for road or street purposes will be located one (1) foot from and parallel to the southwesternmost boundary of property owned by Louise Farrell Earle and now or formerly owned by J. D. Hollingsworth, to extend from said 67.32 acres one (1) foot from said line to the White Horse Road, for the use of both parties hereto, said road shall be constructed at the cost of Georgia Industrial Realty Company.

Said Agreement shall be further amended to provide that any right of way called for to be delivered by Louise Farrell Earle to Georgia Industrial Realty Company under the terms hereof shall be executed in due form of law. The plans and specifications for said road or street shall be approved by both parties hereto.

The terms and conditions contained in this Agreement supercede all previous agreements between the parties hereto and shall inure to the benefit of and be binding upon the parties hereto.

That portion of the Right of Way Agreement which this Agreement amends and which provides for the grant of a right of way dependent upon payment of a purchase money mortgage shall be deleted in its entirety.

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