

track as shown on the drawing attached hereto as Exhibit "A". The pipe will be 24" Class III, concrete reinforced pipe which will empty into the settlement basin located at the northern end of Metromont's property. The pipe which presently runs under Southern's main line track and which is shown on Exhibit "A" will be closed. This work will be commenced at the earliest possible date after the execution of this Agreement by all parties and shall be completed within Ninety (90) days after such execution by all parties.

3. Ice Machine will clean up the property on which its business is located and will refrain from dumping trash and debris onto Southern's right of way in accord with the provisions of that certain Agreement between Southern, Ice Machine, and J. E. Harmon dated the 24th day of December, 1974, and recorded in Deed Book 1012 at Page 497 in the Greenville County RMC Office which Agreement is hereby reaffirmed.

4. Walkers do hereby fully release and forever discharge Southern, Metromont, Ice Machine, J. E. Harmon, and their respective heirs, agents, successors and assigns, from any and all damages, losses, expenses, claims or liabilities of any nature whatsoever occasioned by or arising, directly or indirectly, now or in the future, out of the matters alleged in their Complaint; and Southern, Metromont, Ice Machine, and J. E. Harmon, do hereby fully release and forever discharge each other and the respective heirs, agents, successors and assigns of same from any and all damages, losses, expenses, claims or liabilities set forth in the Cross-Complaints of Southern, Metromont, and Ice Machine. These releases shall be construed and hereafter recognized as a covenant running with the land of Walkers described in the Complaint and the land of J. E. Harmon and Ice Machine which is now occupied by Ice Machine and is described in its Cross-Complaint and shall be applicable and operative as against all claims for damages, losses, expenses or liabilities of any nature whatsoever occasioned by or arising,

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