NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and stipulations set out herein, the parties hereto do hereby covenant and agree as follows:

- l. Beatrice acknowledges that its chain link fence encroaches on the Ramey property as shown on a survey entitled TOPOGRAPHIC SURVEY FOR STORAGE, INC. made by Freeland & Associates dated June 27, 1980. Beatrice further acknowledges the property corners and boundary lines of the Ramey property as shown on said plat and disclaims any right, title and interest in that part of the Ramey property between the fence and the record common boundaries of the Ramey property and Beatrice property as shown on said Freeland survey dated June 27, 1980.
- 2. Upon request by Ramey, Beatrice will remove its fence where it encroaches on the Ramey property. Until requested to remove said fence, Beatrice does hereby grant to Ramey the right to tie on to its fence with a fence of its own at such locations as Ramey shall choose.
- 3. Evatrice does hereby grant to Ramey the right to continue to use the drainage pipe located on property of Beatrice in the vicinity of the northeastern rear corner of the Ramey property for run off surface water from the Ramey property.
- 4. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties hereto.
- 5. The undersigned who are signing this release in a representative capacity on behalf of Beatrice Foods Co., a Delware Corporation, represent and warrant that they were duly authorized by action of the Board of Directors of said corporation to execute this agreement on its behalf.

IN WITNESS WHEREOF, the parties have executed this Agreement at Greenville, South Carolina the day and year first above written.

REATRICE FOODS CO.

m The Prosence of:

Multiplication

35 State Sections

T. C. Paney, Jr.

TIS CONTRACTOR

BEATRICE FOODS CO.

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