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WHEREAS, the parties hereto desire to set forth certain agreements concerning the dock and fence and further desire to prevent the location of the concrete dock and fence from operating by adverse possession or otherwise to establish a boundary line between the property of Allison-Erwin and the property of Modern Warehouses other than as described in the aforesaid deeds;

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable considerations paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their respective heirs, successors and assigns, agree as follows:

1. Allison-Erwin shall have no responsibility for the repair or maintenance of the concrete dock and chain link fence (which includes a gate which opens on to the property of Allison-Erwin).
2. Allison-Erwin shall have no liability of any kind whatsoever with respect to the concrete dock and chain link fence as same is used by Modern Warehouses, its employees and invitees, and Modern Warehouses agrees to and does hereby hold Allison-Erwin harmless from any loss or damage arising out of Modern Warehouses' use of the concrete dock and chain link fence.
3. Allison-Erwin does hereby grant permission and license to Modern Warehouses to use the dock and fence as it has done in the past, until notified to the contrary. Title to the dock and fence shall remain vested in Modern Warehouses and any encroachment of the concrete dock and chain link fence onto the Allison-Erwin property may continue until Allison-Erwin requests the removal of said dock and fence in writing at the following address:

Modern Warehouses, Inc.
214-224 Industrial Drive
P. O. Box 5657
Greenville, S. C. 29606

or such other address Modern Warehouses so directs in writing. Notice shall be effective when mailed with proper postage. Upon receipt of said notice, Modern Warehouses shall remove the dock and fence insofar as same encroach upon property of Allison-Erwin, within a reasonable time (not to exceed 45 days) at its own expense without damage of any kind to the Allison-Erwin property.

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