

100-121

purpose. In the event that Ogletree shall fail or refuse to remove said fence as herein provided, Green Valley may remove or demolish the same without any liability to Ogletree.

Upon the termination of Ogletree's privileges hereunder, or at any time thereafter, Green Valley may execute and record in the RMC Office for Greenville County a unilateral instrument stating that such privileges have been terminated, and the recording of such an instrument shall be conclusive evidence of the termination of such privileges.

4. So long as Ogletree shall be permitted to maintain said fence and to use the property of Green Valley enclosed thereby, Ogletree shall:

- (a) Properly maintain and repair said fence and replace the same from time to time as may be desirable, with a fence of no more permanent nature;
- (b) Properly maintain the property of Green Valley enclosed within said fence and erect no other structures thereon; and
- (c) Indemnify and hold Green Valley harmless from and against any and all liability for damages to property or personal injury (including death of any person) occasioned by or arising out of any use by Ogletree of the property of Green Valley.

The terms and provisions hereof shall bind and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Ogletree has hereunto set his hand and seal and Green Valley has caused this agreement to be executed and delivered by its duly authorized officers as of the day and year above written.

IN THE PRESENCE OF:

Margaret V. Sloan
Louis W. Smith
 As to J. Frank Ogletree, Jr.

J. Frank Ogletree, Jr.
 J. Frank Ogletree, Jr.

J. S. Garrett Jr.
Henry Phylitz
 As to Green Valley Country Club

GREEN VALLEY COUNTRY CLUB
 BY: Ben J. Dwyer, Pres
 AND: Arthur L. Dwyer

0138

4328 RV-2