

WHEREAS, there is no dispute that the location of such common line as shown on said plats is correct, but, in erecting a wooden fence enclosing a portion of his property, Ogletree has erroneously erected a portion of such fence upon the property of Green Valley so that said fence encroaches thereon approximately 37 feet along its easterly side and approximately 110 feet along its westerly side, and Ogletree is using the area so enclosed as a part of his yard or pasture; and

WHEREAS, said fence and use of the area by Ogletree do not presently interfere with the use of its property by Green Valley, and Green Valley is willing to permit the fence to remain in its present location and to permit Ogletree to continue his present use of the area erroneously enclosed, all in accordance with the provisions of this agreement;

NOW, THEREFORE, in consideration of One (\$1.00) Dollar each paid to the other, receipt of which is hereby acknowledged, it is understood and agreed as follows:

1. That the common line between the property of Ogletree and the property of Green Valley as shown on the aforementioned plats is correct.
2. That any use heretofore, presently, or hereafter made by Ogletree of the property of Green Valley, including (without limitation) the maintenance of the aforementioned fence thereon, has been, is, and will be entirely permissive and deemed to be with the consent of Green Valley, and that in any such use Ogletree has not claimed, does not claim, and will not claim any interest in the property of Green Valley nor any right to the continued use of the same.
3. That Ogletree may continue to maintain said fence and to use the property of Green Valley enclosed thereby as a part of his yard or pasture until such time as Green Valley shall give thirty days prior written notice to Ogletree terminating his privilege of so maintaining said fence and using such property of Green Valley; whereupon Ogletree, within such thirty day period, shall remove his fence from the property of Green Valley and cease to use the same for any

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