

and assigns, a five (5) feet Right-of-Way for water drainage purposes along the western side of the Future Street as shown on said plat.

4. The parties hereby covenant and agree that they will not convey, transfer, assign, lease, encumber, or otherwise dispose of the easements and rights-of-way reserved and granted in the within Agreement.

5. This Real Property Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives, and successors or assigns of all of the parties hereto.

6. The property which is the subject of this Real Property Agreement is shown on a plat of the Property of D. L. Cunningham by C. O. Riddle, R.L.S., dated August 4, 1977, and recorded in the Greenville County R.M.C. Office in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Linda P. Mitchell Daniel L. Cunningham  
DANIEL L. CUNNINGHAM

Ronald F. Sabar  
As to Daniel L. Cunningham

Linda P. Mitchell F. Kenneth Faulkenberry  
F. KENNETH FAULKENBERRY

Ronald F. Sabar  
As to F. Kenneth Faulkenberry

Linda P. Mitchell Frances Faulkenberry  
FRANCES FAULKENBERRY

Ronald F. Sabar  
As to Frances Faulkenberry

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE )

P R O B A T E

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Daniel L. Cunningham, F.

610

4328 RV-21