

in the Drainage Plan prepared by Freeland & Associates, above referred to.

(4) If Grantee performs the work fully in accord with the plans identified hereinabove, Grantor agrees not to make any claim or demand upon Grantee resulting from the filling of the lot conveyed to Grantee, including any water damage to the remaining property owned by Grantor.

(5) Grantor reserves the right to fill in his remaining land so as to bring the adjacent land up to the grade of the property conveyed to Grantee; and Grantee hereby agrees to make no claim or demand upon Grantor for the changed flow of surface water which may result from the fill by Grantor of his remaining land provided Grantor makes an appropriate tie-in to the 60-inch culvert referred to in the deed.

(6) This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, successors and assigns forever.

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

In the presence of:

[Signature]

Alvin A. McCall, Jr.
ALVIN A. McCALL, JR.

Edna R. Vaughn

Marilyn S. Freiler

John L. M. Tobias
JOHN L. M. TOBIAS

George L. Dial, Jr.

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