

more or less, to corner of lot heretofore conveyed to Phillips Petroleum Company; thence N. 51-32 W. 42.5 feet to pin; thence N. 83-35 E. 391.8 feet to pin at rear corner of lot heretofore conveyed to Phillips Petroleum Company; thence with rear line of said lot and lot conveyed to Vandiver & Sullivan, N. 5-19 W. 699.9 feet to the Beginning.;

and

WHEREAS, Article 9(ii)(a) of the aforementioned Agreement to Purchase contains provisions restricting the balance of the Seller's tract as hereinabove described, as well as other property within a 500 yard radius of the premises to be acquired as to the sale of footwear, shoes, rubbers for a period of forty-five (45) years and said paragraph reads as follows:

"9(ii)(a) restrict said property for a period of forty-five years against the sale therefrom of any footwear, shoes, rubbers.";

and

WHEREAS, Article 9(ii)(b) and Articles 19 and 26 of the Rider attached thereto pertain to restrictions of a building set back and side yard lines and said paragraphs read as follows:

"9(ii)(b) restrict the adjacent two-hundred yard radius to a building set back by which any building or structure thereafter erected on said two hundred yard radius area shall set back not less than the set back from the abutting streets and side yard lines of the building to be erected by Purchaser on the subject premises."

"19. Supplementing Article "9(ii)(b)" it is expressly understood and agreed that as a further inducement for the Purchaser entering into this agreement that the Seller, at its own cost and expense, will remove all trees on his other property to the 65 foot setback line as shown on the attached Site Development Sketch, Scheme "A" dated 11/2/66, as well as to level

(Continued on next page)