

(b) That the Seller at its own cost and expense will remove the trees on its other lands hereinabove described to a depth of 65 feet from 291 By-Pass. However, it is understood that this restriction is to be limited to the Seller's other land for a distance of 300 feet north of the property line of the premises acquired this day by the Purchaser.

2. For a period of forty-five (45) years from the date hereof Seller agrees to restrict the Seller's other lands hereinabove described against the sale therefrom of any footwear, shoes and/or rubbers.

3. (a) That it is expressly understood and agreed that the Seller shall adopt the Grade Plan of the Purchaser as approved by the local authorities in developing the remainder of its other lands facing onto By-Pass 291 as more fully described above. That it shall be the obligation of the Purchaser at its own cost and expense to further set the Grade Plan and to furnish the Grade Plan in duplicate to the Seller at the time of closing.

(b) It is further agreed that the Seller shall develop that portion of the tract that he retains so that surface water flowing upon or passing across said retained premises shall not drain onto the premises to be acquired herein; and further so that surface water flowing or passing across the property retained shall have unimpeded and unobstructed flow across said retained premises; Except that nothing contained herein shall prevent the construction of building improvements on said property.

4. The Seller agrees notto obstruct in any manner whatsoever the north or separating line of its other property being retained.

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