

excess earth prior to the commencement of grading by the owner of said property. Threatt may, at his option, decline any offer made by Woodward or his heirs, successors or assigns, to obtain this earth after having been given thirty days' notice in writing of Woodward's intent to grade the parcels for building purposes. In the event no specific plans are available for grading the site at such time as Threatt desires to obtain the excess earth, the site shall be graded to an elevation approximately one foot above the existing sidewalk on Pleasantburg Drive and sloped a minimum of 1 per cent rising to the rear of the property.

It is further understood and agreed that T. C. Threatt or his heirs, successors or assigns may go upon the property described hereinafter for the purpose of removing this excess earth at any time.

It is the intention of both parties hereto to bind themselves, their heirs, successors and assigns by this agreement and by the recordation of this agreement to give notice to subsequent purchasers of the tract of land described hereinafter of the rights of Threatt, his heirs, successors or assigns to remove the excess earth from the site.

The property which is the subject of this agreement is described as follows:

ALL That piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina located on the western side of South Carolina Highway 291, south of a tract of land presently occupied by a structure being leased to Ramada Inn and being more fully described as follows:

BEGINNING At an iron pin at the joint corner of Ramada Inn's property and this property, said iron pin lying on the western side of South Carolina Highway 291; thence with the

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