

the land of the site to be acquired to a height to be determined by the Purchaser. That all fill and earth to be removed from the land are to be considered and deemed the property of the Seller."

"26. Notwithstanding the provisions contained in Article "9(ii)(b)" above it is understood and agreed that the 65 foot front yard set back is to be limited to the Seller's other property for a distance of 300 feet north of the site to be acquired and the side line restriction is to be 15 feet.";

and

WHEREAS, Article 24 of the Rider attached thereto provided for certain agreements as to the adoption of grade plans and the same reads as follows:

"24. (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 the lands retained to the north of the tract hereinabove described. 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 it 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 retained property.

(c) It is the intent of the parties herein that the foregoing provisions are to survive the delivery of deed as a covenant running with the land and that the option of the Purchaser shall be included in the restrictive covenant agreement referred to in Article "9(ii)(b)" above.";

and

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