

(2) SURVEY: The Seller shall be responsible for the furnishing to the Purchaser of a boundary survey map of the subject property drawn in conformance of the Purchaser's Survey Requirements which are attached hereto and labeled Exhibit "B". It shall be the Purchaser's responsibility to obtain said boundary survey and the Seller shall forward to the Purchaser its recommendations as to a surveyor or surveyors to be used in order to satisfy the requirements of this paragraph. In the event of a closing, the Seller shall reimburse the Purchaser for the cost of said boundary survey. The area defined by the boundary survey of the subject property shall contain a minimum of 11.9 acres as delineated on the attached Exhibit "A".

(3) SELLER'S WARRANTIES OF TITLE: Seller warrants and covenants that it is seized of the premises hereinafter in fee and has sufficient title to convey the same in fee simple; that the property is free of encumbrances and is subject only to easements of record.

The Seller agrees that it will convey the premises to the Purchaser by warranty deed containing covenants of title satisfactory to the Purchaser, which covenants of title shall state that the Seller is seized of the premises in fee, and that the Seller has bargained, sold and conveyed unto the Purchaser and its successors and/or assigns in title the premises in fee simple; that the premises are free from encumbrances, and that the Seller will warrant and defend title against the claims of all persons or entities.

(4) TIME FOR PERFORMANCE: Seller shall convey the subject property to the Purchaser at the earlier of:

- (a) Ninety (90) days from the Purchaser's receipt of the boundary survey specified in Paragraph 2 above; or the last execution of this agreement, whichever is greater; or
- (b) upon notification by the Purchaser that all of the requirements set forth in Paragraph Six (6) of this agreement have been fulfilled, in the opinion of the Purchaser, unless the agreement is terminated as otherwise provided.

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