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easements, right-of-ways, or other agreements affecting the subject property, or the title thereto, without first obtaining the prior written consent of Purchaser.

- The Seller agrees that, in the event of a RETENTION POND: (14) closing, that the Purchaser shall have access to and use of the Retention Pond shown on the attached Exhibit "A" for use in the Purchaser's draining of the subject property. The Seller agrees that the deed from the Seller to the Purchaser shall contain language providing an easement for the Purchaser's use of the said Retention Pond for drainage purposes and connecting to the drainage system installed on the subject property.
- This agreement shall constitute the entire WHOLE AGREEMENT: (15) agreement between the parties and no prior verbal or written agreement shall survive the execution of this agreement. In the event of an alteration of this agreement, the alteration shall be in writing and shall be signed by all the parties or their agents in order for the same to be binding upon the parties.

IN WITNESS WHEREOF, the Seller has hereunto set his hand and seal and the Purchaser has caused these presents to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed all by authority of its Board of Directors duly given, executed in duplicate the day and year first above written.