

reviewed and approved those plans. City has the right to approve final plans for the improvement on each parcel prior to the sale of such parcel. City will notify Purchaser of its decision not later than fifteen (15) days after receipt of any plans submitted to it by Purchaser and failure to give any notice of disapproval within said time period shall constitute approval. The Director of Community Development shall have the authority to approve all plans on behalf of the City, and his consent shall not be unreasonably withheld.

SECTION 4. IMPROVEMENTS TO BE CONSTRUCTED BY THE CITY.

In consideration of this Agreement and the undertakings of the Purchaser set forth herein, City agrees to construct standard curb and gutter along a portion of Broad Street and to make certain other improvements to Webster Street. The nature, time schedule and specifications of such construction and improvements are described in more detail on Exhibit C, attached hereto and made a part hereof. City will make available to Purchaser any and all information it has developed concerning the Property, including any soil samplings and tests, surveys, flood maps, etc. If any such construction requires the acquisition of an easement or right-of-way over the Property, Purchaser shall grant same without compensation.

SECTION 5. REPRESENTATIONS.

(a) City hereby represents and warrants that it owns the fee simple title to the Property, subject only to those restrictions and encumbrances described on Exhibit D, attached hereto and made a part hereof. In the event Purchaser determines that any additional encumbrance or restriction exists and notifies City of the nature thereof