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forth on Exhibit B. In order to qualify for the purchase or parcel D, Purchaser must have previously purchased parcels B and C and must provide evidence to the City that it has obtained signed contracts for the sale of at least 10 of the condominium units scheduled for construction in parcel B, according to said schedule. Purchaser shall be entitled to acquire parcel E at any time, so long as Purchaser has not failed to meet one of its deadlines for the purchases of the other parcels and provided Purchaser is otherwise in compliance with the terms of this Agreement. If Purchaser seeks permission to acquire any parcel before reaching the level of sales prescribed above, City will seriously consider such request in light of the overall purpose for the Project and shall not unreasonably or arbitrarily withhold its consent.

(c) At the time of the closing of each acquisition, the City shall convey to the Purchaser fee simple title to such parcel by general warranty deed. At each such closing, City shall be responsible for the payment of any documentary stamps required on such deed, and Purchaser shall be responsible for the payment of recording costs for the deed and any surveys which Purchaser may choose to record. Any and all ad valorem property taxes assessed against the Property at the time of any such sale shall be apportioned between City and Purchaser as of the date of the conveyance. If the amount of the current taxes on the Property is not ascertainable on such date, the apportionment between the City and the Purchaser shall be made on the basis of