

site plan approval, plats, restrictions, easements and other documents required by Buyer for the orderly development of subject property. Seller also agrees to actively support all endeavors by Buyer to gain appropriate rezoning for Buyer's purposes. Furthermore, Seller shall upon request, furnish Buyer with any existing soil borings and engineering data pertaining to the subject property in Seller's possession. Seller does not warrant accuracy of the same.

14. Possession of the subject property shall be delivered to Buyer at closing.

15. Upon payment of the aforesaid June 1, 1981, Ten Thousand Dollars (\$10,000.00) payment from Buyer to Seller, Seller agrees to release or assign to Buyer, its successors and assigns, any and all easements and rights to use of sewer line or lines which Seller has that affect Seller's subject property so that Buyer may jointly use such easements and sewer rights for the development of subject property and also for the development of existing property of Buyer which adjoins subject property. On or before June 1, 1981, Buyer shall notify Seller whether or not Buyer wishes to use said sewer lines and easements and desires Seller to make the aforesaid release and assignment.

Buyer agrees that any manholes and appurtenances built by Buyer, its successors and assigns, to use any existing sewer lines and easements of Seller which Buyer herein is given the right to use, shall, to the extent reasonable, be located so that said manholes and appurtenances shall also serve Seller's 40 acres in the event for any reason Buyer fails to exercise this option. Buyer and Seller agree that they will jointly maintain any existing sewer line, manholes and appurtenances that are used by both Buyer and Seller pursuant to this agreement in the event for any reason Buyer fails to exercise its option.

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