

other investigations necessary or desirable, in the opinion of the Optionee, to study its potential use and development.

7. As to any part of the entire 180 acre tract above described not previously purchased by Optionee, the Optionor does hereby covenant and agree to cooperate and work in good faith with Optionee in the establishment of all rights of way and easements for the installation and maintenance of water, power, telephone and other utilities, as well as roads, public and private, on or through the property requested by the Optionee and consistent with the above mentioned master plan for the total development of the property.

8. The Optionee agrees to indemnify and hold the Optionor harmless from any and all damages and liabilities occasioned by all actions, suits, proceedings, claims, demands, damages, costs and expenses whatsoever which may be incurred arising out of the use of the above described property by Optionee, his agents, contractors and invitees, as hereinabove set forth in Paragraphs 6 and 7.

9. At closing, the Optionor shall deliver to the Optionee executed in due form of law a general warranty deed conveying a marketable fee simple title to the property then subject to purchase, subject only to property taxes accrued but not yet payable, sewer line easements owned by public authorities, and easements for electric and telephone service in blanket or indefinite form for local service of public record. If the title to the property, the subject of said purchase, shall be unmarketable, then the Optionor shall, at its expense, proceed with due diligence in removing such objections, if possible by corrective action, and the time for closing and delivery of the deed thereunder shall be extended until said objections have been cured or removed, without prejudice to Optionee in exercising the succeeding and remaining Option increments hereunder within the time and manner hereinabove provided.

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