

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 of 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 prior to the closing date for the purchaser of any given parcel, City shall have a period of thirty (30) days within which to cure such defect and the closing shall be delayed accordingly. If the City is unable or unwilling to cure such defect to the extent that Purchaser can obtain a title insurance policy from a title insurance company acceptable to Purchaser insuring against any loss or damage by reason of such defect, then Purchaser shall have the option of determining this Agreement to be null and void as to the parcel or parcels affect-