

3. Taxes will be pro-rated as of the date of access by Leslie to the lots for development. The pro-ration shall be based on last year's taxes. At such time as the parties receive the tax notices, the parties agree to adjust any difference between the estimated pro-ration and the actual amount of pro-ration.

4. Leslie agrees to carry sufficient General Liability Insurance on the lots which it intends to purchase from the date it is provided access to said lots for development.

5. Leslie agrees to hold Pelham harmless from any claims or liabilities concerning the development of this subdivision except for any negligence on the part of Pelham while it develops the subject property or if Pelham fails to comply with the terms and conditions of this Agreement.

6. The date of signing of this Agreement shall be on or before April 15, 1983. If circumstances beyond the control of the parties prevent signing before said date, it is agreed signing shall be as soon thereafter as possible. As individual lots are released, Pelham agrees to convey the subject property to Leslie by fee simple, general warranty deed, free and clear of all liens and encumbrances. However, said property shall be conveyed subject to all applicable restrictive covenants, recorded plats, zoning ordinances, easements and/or rights-of-way for drainage and/or utilities and other such matters as may be revealed by a personal inspection of the premises or an up-to-date accurate survey.

7. Pelham agrees to appoint to the four-person Architectural Committee a designate appointed by Leslie to said Committee. It is further understood and agreed that the existing structure which is presently located Lot No. 21 shall either be removed from the subdivision or placed in a market condition wherein the value of said structure shall be improved to a fair market value of \$85,000.00. Said removal of the structure or improvements thereon shall be done at no costs to Leslie and shall be completed on or before 30 days after access is provided to Leslie. *ML*

8. Pelham and Leslie agree to be responsible for their own expenses as normally encountered by a Seller and Purchaser in the sale of real estate.

9. Time is of the essence of this Agreement. This Agreement contains the entire agreement between the parties and the same may not be changed except in writing, agreed to and signed by the parties. This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement shall inure to the benefit of the parties, their successors, heirs and assigns forever. The terms and conditions of this Agreement shall remain executory and shall survive the execution herewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the day and year first written above.

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