

17. **CONDEMNATION.** In the event that at, or prior to, the time of the Closing, all or a substantial part of the Property is acquired by authority of any governmental agency in the exercise of its power of eminent domain (a "Condemnation"), which Condemnation precludes or would preclude Purchaser from pursuing, substantially, the development of the Project, Purchaser shall have the right to terminate this Agreement, or to purchase only so much of the Property that is not the subject of such Condemnation. In the event of a Condemnation, Seller shall promptly notify Purchaser of such Condemnation and shall provide Purchaser with copies of any notices received by Seller. Purchaser's election to terminate this Agreement, or to purchase only so much of the Property that is not the subject of such Condemnation must be made no later than twenty (20) days following Purchaser's receipt of notice from Seller of such Condemnation. In the event Purchaser elects to terminate this Agreement, the balance of the Deposit then held by the Escrow Agent shall be returned to Purchaser, Purchaser shall transfer and assign to Seller all of the Development Documents, and neither party shall have any further obligations pursuant to this Agreement, except as specifically provided for herein. If Purchaser elects to proceed with the purchase of the Property, or does not provide Seller with timely notice of its election to terminate this Agreement, then Purchaser and Seller shall consummate the transactions contemplated by this Agreement without any reduction or abatement in the Purchase Price and Seller will execute and deliver to Purchaser at the Closing all proper or necessary instruments for the assignment of all Seller's right, title and interest in and to such awards; provided, however, that the Purchase Price shall be reduced by an amount equal to the amount of such awards actually received by Seller prior to the Closing.