

8. INDEMNIFICATION OF ESCROW HOLDER: Seller and buyer, and each of them, promise to pay promptly and to hold harmless the First National Bank of Jackson Hole against all costs, damages, attorney fees, expenses, and liabilities which, in good faith and without fault on its part, it may incur or sustain in connection with this agreement and in connection with any court action arising out of this agreement.

9. MARKETABILITY OF TITLE: Seller shall furnish to the buyer, at the time the deed is delivered, a policy of title insurance, showing marketable title to be in the name of the buyer.

10. ROADWAYS AND UTILITIES: It is understood by the buyer and the seller that the seller shall provide a graveled main road near the property described herein; and it is also agreed that seller shall furnish to the buyer an electric power source from a point no further from the property described herein than the aforementioned main road, said power source to be from a buried power line in the main road right of way. Seller is also to furnish a survey of the property and title insurance covering the amount of the purchase price.

If it is determined by the seller that the main road should traverse a portion of the property described herein, the buyer hereby grants to the seller a 66-foot easement therefor, said easement to also include the right of the seller to install an underground power supply and underground telephone line along said right of way.

It is agreed that buyer will construct at buyer's expense any access road necessary to give access to buyer's property from the main road, and buyer also will be responsible to furnish his own power from the main roadway to the construction site of buyer's home.

11. DEFAULT: Should buyer default in making any payment, or in fulfilling any obligation hereunder, seller may: (a) elect to bring an action against buyer for specific performance of this agreement or (b) enforce a forfeiture of the interest of the buyer, in any lawful manner, including, but not limited to, forfeiture by notice as provided in the escrow instructions or supplemental escrow instructions given to the First National Bank of Jackson Hole in connection with this transaction. In the event that a forfeiture is enforced, buyer shall forfeit any and all rights and interests hereunder in and to such property and the appurtenances, and buyer shall surrender to seller, forthwith peaceable possession of such property, and shall forfeit to seller, as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in such property. The parties agree that the same constitutes a reasonable amount of damages incurred by seller. Neither the provisions of this paragraph nor the provisions of the escrow instructions herein referred to shall affect any other lawful right or remedy which seller may have against buyer.

12. NOTICE OF FORFEITURE: After seller gives buyer notice of forfeiture under Paragraph 11 hereof, an affidavit by seller, or its agent, showing such default and forfeiture and recorded in the County Recorder's Office of Sublette County, Wyoming, shall be conclusive proof in favor of any subsequent bona fide purchaser or encumbrancer for value of such default and forfeiture, and buyer hereby irrevocably authorizes seller or its agent to declare and record such default and forfeiture and agrees to be bound by such declarations as his act and deed.