

BOOK 1121 PAGE 911

ed by such defect and to obtain immediately a complete refund of that portion of the Deposit applicable to the affected parcel or parcels. Purchaser shall also have the option of accepting title to the Property in spite of such defect, upon payment of the appropriate purchase price.

(b) Seller further represents and warrants that the Property is presently zoned, under any and all applicable zoning ordinances, to permit the construction of condominium units on parcels A, B, C & D, and construction of an office building and related improvements on parcel E.

(c) City further represents and warrants that the condition of the Property (i.e., nature of soil, rock content, flood plain, etc.) is suitable for the construction contemplated by the preliminary plans hereinabove referred to. In the event Purchaser discovers at any time prior to the completion of construction of a given parcel that the Property is not suitable for the planned construction, by reason of facts not known to Purchaser prior to execution of this contract, City will not oppose any change in such plans which may be necessitated by the condition of the Property, provided the amended use is consistent with the maximum utilization of the Property.

(d) City represents and warrants that there is no ordinance, regulation, decree, judgment, pending lawsuit, or statute which would prevent or inhibit the construction of improvements on the Property as contemplated by the preliminary plans already presented to the City.