

force and effect and all option money returned to Buyers. Notwithstanding anything to the contrary hereinabove contained, the title to be conveyed by Seller to Buyers by delivery of a duly executed and recordable general warranty deed shall be subject to such easements, rights-of-way, conditions, covenants and restrictions which are a matter of record and/or actually existing upon the ground affecting said property. The Seller shall pay for the cost of preparing the deed and all documentary stamps to be affixed thereto. The Buyers shall pay for the cost of recording the deed. Ad valorem property taxes for the subject property shall be pro rated as of the date of closing based upon the latest assessment of the subject property available as of the closing date. Once the Buyers give notice of their intention to exercise this Option and purchase the property, Seller shall notify the tenants to vacate the premises within sixty (60) days. Seller agrees to have all tenants off the property within sixty (60) days from the giving of such notice to the tenants.

6. The Seller specifically covenants and agrees that, in the event Buyers shall have elected to exercise the within Option, as of the closing date, all utility services including water, sanitary sewer, storm drainage, electricity and telephone will be available at the boundary lines of the property as of the closing date. Provided, however, that the Seller undertakes no obligation to provide for the installation of any such utility nor undertakes any representation as to the adequacy of same.

7. Following the date hereof, Buyers, their agents, servants, and employees, shall have the right to enter upon the subject property for the purpose of conducting architectural and engineering tests, soil borings, topographical surveys and other tests or studies which the Buyers may deem appropriate, and in addition, Buyers shall be entitled to lay roads, utility lines, sewers, drainage, etc. as a preliminary step necessary to develop