

(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.

(e) City represents and warrants that there is available along streets and roads adjacent to the Property adequate to utility lines and connections to provide water, sewer, electric and gas service to any improvements which may be constructed on the Property in accordance with the aforesaid plans.

SECTION 6. PURCHASER'S REPRESENTATIONS.

(a) Purchaser hereby represents that it has complete power and authority to enter into this Agreement and to carry out all transactions contemplated herein. Purchaser further agrees that it will not assign or otherwise transfer its rights hereunder to any party until it has obtained the prior consent of the City. City agrees that such consent shall not be unreasonably withheld. For purposes of this Section 6(a), a change of 50% or more in the ownership of Purchaser shall constitute a transfer of Purchaser's rights.

(b) Purchaser agrees that it will not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon or any part thereof. Purchaser agrees that such restrictions may be incorporated into an instrument to be recorded in the appropriate public records of Greenville County, South Carolina, so as to cause such restriction to be binding upon not only the Purchaser but its successors in title to the Property in perpetuity.