fees, clearing lot, grading, landscaping (Landowner shall be employed to do any landscaping since he owns a Greer nursery) and other costs and expenses relating thereto, including the cost of paving the 30 foot strip of land in front of the property to be used as a common drive. Also a water drainage by culvert or other acceptable means shall be installed to carry surface water from the lot as indicated on the attached plat. And that Tenant shall be entitled to receive the sum of Seven Thousand and no/100 ($7,000.00) Dollars as payment for the preparation of the architectural and engineering plans and site plans and the providing of architectural supervision as hereinabove referred to. Should Tenant be the prime contractor, the Seven Thousand and no/100 ($7,000.00) Dollar sum shall be paid as part of the first construction draw from the Seventy-Five Thousand and no/100 ($75,000.00) estimate "Cost of Construction", otherwise said sum shall be paid to Tenant at the time of the pouring of the concrete floor slab.

(e) Failure of Landowner or his Contractor to commence construction within 90 days from date of this Lease shall invalidate lease at the option of said Tenant.

3. WARRANTY ON UTILITIES AND SIGN ERECTION: Landowner covenants and warrants that the leased premises are zoned for the use herein contemplated and that there are no restrictions, governmental or otherwise, which would prohibit the supplying of all utilities to the demised premises, and that any costs in the installation of utility lines, either above or below ground, to the demised premises shall be paid by Landowner; and Landowner further covenants and agrees that there are no restrictions, governmental or otherwise, which would prohibit the Tenant from erecting its standard signs on said premises. Inability of Tenant to secure full utility services to said premises, or to erect its standard signs thereon, shall invalidate this Lease except that permission to connect to existing gas lines may or may not be obtainable.