

to or on the subject property. Further, in the event the Buyers shall not elect to exercise the within Option or elect to exercise the within Option but do not subsequently close, any and all damage to the surface of the subject property caused by any such tests or studies shall be repaired at the expense of Buyer.

9. The Buyers expressly covenant to the Seller that they are not acting as agents or brokers for anyone in the transaction contemplated by this Option and, accordingly, that no fees, commissions or other remuneration shall be due by Seller to anyone as a result of the conveyance by Seller of title to the subject property.

10. It is agreed that Seller must convey a good, marketable, fee simple title to the premises, free and clear of all liens and encumbrances including zoning laws, ordinances, or restrictions prohibiting the use of any part thereof for single family residences, multi-family residences, apartments, or condominium purposes. In connection herewith it is specifically understood and agreed that all costs up to Fifty Thousand and No/100 (\$50,000.00) Dollars involved in getting the premises re-zoned or obtaining a zoning variance, special exception, etc., or lifting property restrictions or the like that would prohibit the intended use by Buyers, shall be the exclusive expense of the Buyers if Buyers elect to obtain such variances, etc. Any of such costs in excess of \$50,000.00 shall be shared equally by the Buyer and the Seller.

11. This Option shall be assignable and the provisions hereof shall be binding upon and inure to the benefit of Buyers and Seller, and their respective heirs, executors, administrators, successors and assigns.

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