

hereunder.

Optionee shall have the right to enter on the real estate during the option period and to make any and all physical inspections of the real estate including, but not limited to subsurface tests, test borings, water survey, percolation tests, topographical survey, sewage disposal survey and drainage determination and appraisals and to conduct and carry out any and all engineering studies and operations that it may desire, at its sole cost and expense. Further, Optionee may, after payment of the \$25,000 payment herein on or before October 15, at its sole expense maintain a sign, typical in size, location and content, stating that the site is the "future site of

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The parties hereto mutually acknowledge that Optionee is obtaining this option as a potential site for development by Optionee of a gasoline service station and convenience store. Optionors agree that during the term of this option they shall not enter into an agreement to sell any part of Lot 1 of Stoney Point to any other party for purposes of development of a facility that would be directly in competition with the intended purpose of Optionee to develop a gasoline service station and convenience store. Violation of this provision shall entitle Optionee to refund of all consideration paid by Optionee for this option herewith.

The curb cut to be applied for as referred to hereinabove shall be located with its center line 150 feet south of the south edge of Clinton Parkway right-of-way. The parties hereto agree that the total costs for design, permit, and construction of the approach and curb cut shall be borne equally between Optionors and Optionee and/or their assigns. Upon the construction of the approach and curb cut, Optionors and Optionee (and/or their assigns) shall grant such perpetual cross easements for ingress, egress and maintenance as are customary for such shared