- (c) Not to construct any building or other improvement on the leased premises without the prior written consent of the said Josephine C. Newell, which consent shall not be unreasonably withheld.
- (d) To allow the said Josephine C. Newell to park her personal car on the leased premises on such occasions as she may desire without any charge therefor.
- (e) To observe and comply with all laws, ordinances and regulations of the appropriate governmental or municipal authority applicable to the conduct of the Sublessee's business upon the leased premises.
- (f) To pay all City, County, and State <u>ad valorem</u> taxes and special assessments levied against any building which may be constructed by the Sublessee upon the leased premises.
- (3) If the said Josephine C. Newell shall fail or refuse to pay the City, County or State taxes on the leased premises (exclusive of any building erected thereon by the Sublessee), the Sublessee may, at its option, pay such taxes and deduct the same from the next accruing rental payments due the Sublessor.
- (4) It is further agreed that in the event of condemnation of the leased premises under the power of eminent domain so that the same cannot be used for the purpose contemplated by the Sublessee, or in the event that any law, ordinance, or valid regulation shall prevent the use of said premises for parking purposes, this lease at the option of the Sublessee shall terminate and the Sublessor and the said Josephine C. Newell shall be entitled to collect the rental only up to the time of the termination thereof; provided that, at such time, a pro-rata portion of the \$8,000.00 paid to the Sublessor herewith shall be repaid by the Sublessor to the Sublessee.
- (5) Should the Sublessor ever be in default in the payment of the rents due to the said Josephine C. Newell, it is hereby agreed that the Sublessee has the right to pay any of said amounts not so paid and any such payments by the Sublessee may be deducted from the next accruing rental payments due the Sublessor.