

If the property, or any part thereof, wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain, the Tenant shall have no claim or interest in or to any award of damages for such taking, and, at the election of the Landlord, this Lease shall forthwith terminate.

In case of the destruction of said building or premises by fire or the elements, during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises demised wholly untenable or unfit for occupancy, or should they be so badly damaged that the same cannot be repaired within ninety days from the happening of such damage, then and in such case the term hereby created shall cease and become null and void from the date of such damage or destruction, and then the Tenant shall immediately surrender said premises and all his interest therein to the Landlord, and the Tenant shall pay rent within said term only to the time of such surrender; and in case of such destruction or partial destruction, the Landlord may re-enter and repossess said premises discharged from this Lease and may remove all parties therefrom. But should said premises be reparable within ninety days from the happening of said damage, the Landlord may enter and repair the same with all reasonable speed, and the rent shall not accrue after said damage or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if said premises shall be so slightly damaged by fire or the elements as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness, and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire.

The use of the premises herein leased is subject to any applicable zoning ordinances or regulations and setback lines of any governmental authority.

TAXES

Tenant hereby agrees to pay, before same shall become delinquent, all real property taxes, of every kind and nature whatsoever, extraordinary as well as ordinary, assessed, charged and levied against the leased premises or any part thereof, or any building, appurtenance or equipment owned by Tenant therein. Tenant shall also pay any and all other charges, fees or costs imposed by any governmental or quasi-governmental entity on account of the property. Landlord may direct the taxing authorities to send tax

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