

14. It is further covenanted and agreed that in the event of any change in grade of any adjoining streets, alleys or highways, or the condemnation of the whole or any part of the demised premises, LESSEE may, in the event it shall deem that the demised premises, or such portion thereof as shall remain after such condemnation, is not suitable for the purposes of a gasoline filling and service station, at its option, terminate this lease, in which event all liability on the part of LESSEE for payment of rent shall cease upon payment proportionately to date of such termination; or LESSEE may continue in possession of the remaining portion of the demised premises, in which event there shall be a proportionate reduction in rental in the same ratio as the area taken shall bear to the entire area included in this demise; and in addition to the foregoing, LESSEE shall have any and all right or rights of action for all damages which may accrue to it against any person, firm or corporation by reason of any condemnation or other taking of the demised premises or any part thereof.

15a. Any notice required or intended to be sent to LESSOR under the terms of this lease shall be sufficient if delivered in writing personally or if posted by registered mail addressed to **L. M. Davenport** at **2300 Bay Ave., Sunset Island No. 3, Miami Beach, Florida.**

Date of service of a notice served by mail shall be the date on which such notice is deposited in a mailing receptacle of the United States Post Office Department.

15b. Rentals hereunder shall be paid by check to **L. M. Davenport** at **2300 Bay Ave., Sunset Island No. 3, Miami Beach, Florida,** provided, however, that LESSOR may change such instructions from time to time by written notice to LESSEE in accordance with Paragraph 16 hereof.

16. Any notice required or intended to be sent to LESSEE under the terms of this lease shall be sent by registered mail addressed to LESSEE at **American Building, Baltimore, Maryland.**

17. ~~It is hereby further agreed that LESSEE shall have the right to terminate this lease, or any renewal or extension thereof, at any time upon not less than thirty (30) days' prior written notice to LESSOR and payment to LESSOR as consideration for such termination of a sum equal to the amount of rent paid by LESSEE for the calendar month immediately preceding such notice of termination.~~

18. No assignment or change of interest by LESSOR in the premises hereby demised, whether recorded or unrecorded, shall be binding upon LESSEE unless and until LESSEE shall be actually notified thereof by registered mail, and in no event shall such assignment or change of interest affect this lease or the purchase option rights of LESSEE hereunder.

19. ~~LESSOR agrees to promptly make, at his own cost and expense, all repairs to the demised premises and the buildings, driveways and improvements thereon, which may be or become necessary to maintain the demised premises in good order and condition for the purposes of a gasoline filling and service station, and to make any and all repairs, alterations or improvements to the demised premises which may be required by public authority, and should LESSOR fail or refuse to immediately make any or all such repairs, alterations or improvements upon notice from LESSEE as to the necessity therefor LESSEE shall have the right, at its option, to make such repairs, alterations or improvements at the expense of LESSOR, whereupon LESSEE shall have a lien upon said premises for the expenditures so made by it, and is hereby authorized to deduct same from any rents or other amounts payable to LESSOR, or may require LESSOR to reimburse LESSEE therefor in whole or in part; or LESSEE may, at its option, terminate this lease forthwith. It is further understood and agreed that rental hereunder shall abate during such period as the premises shall be untenable for the purposes contemplated by this lease. In the event the buildings or improvements upon the demised premises shall be destroyed or rendered untenable for the purposes herein mentioned by reason of fire or unavoidable casualty, LESSEE shall have the right, at its option, to terminate this lease. In the event of any termination of this lease pursuant to any right reserved in this paragraph, all liability on the part of LESSEE for payment of rent shall cease and determine upon payment proportionately to the date of such termination of this lease.~~

20. Should LESSEE hold over the demised premises after the expiration of the term hereof, or of any exercised renewal or extension period, such holding over shall, in the absence of a written agreement between the parties therefor, be deemed to be a tenancy from month to month upon the same terms and conditions.

21. The terms, conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, and assigns, and shall run with the land; and where more than one party shall be lessors under this lease, the word "LESSOR" whenever used in this lease shall be deemed to include all parties lessor jointly and severally.

22. LESSOR covenants that LESSOR has the right, full power and lawful authority to execute these presents, and all parts thereof, in the manner aforesaid, and that LESSOR will do, execute, acknowledge and deliver, or cause or procure to be done, executed, acknowledged and delivered all such further acts and papers as may be necessary for the better assuring unto LESSEE, its successors and assigns, of the performance of all the covenants and agreements herein.

23. This lease embodies the entire agreement between the parties hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing.

24. This lease shall not be deemed to have been accepted by LESSEE, nor shall the same be binding upon LESSEE, unless and until the same shall have been duly signed on its behalf by its Vice President or General Manager and a signed copy thereof delivered to LESSOR.

~~25. LESSEE agrees to reimburse LESSOR for the difference between City and County taxes paid by LESSOR for the demised premises during initial period of this lease, and above-renewal periods, if renewed, and City and County taxes paid by LESSOR on the demised premises for the year 1952.~~

~~26. This lease, as of its effective date, supersedes and cancels lease dated June 9, 1947 from L. M. DAVENPORT and DOROTHIE B. DAVENPORT to THE AMERICAN OIL COMPANY, covering the property hereinabove described.~~

Handwritten notes:
17
18
19
20
21
22
23
24
25
26

Handwritten signature/initials

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals, the day and year first above written.

Witness: *L. V. Daniel*

L. M. Davenport (SEAL)
W. Bethel B. Davenport (SEAL)
..... (SEAL)

Witness: *P. Schoick*
B. Satterfeld

THE AMERICAN OIL COMPANY.
By: *M. K. Schwartz* General Manager
Vice President.

ATTEST: *[Signature]*
Assistant Secretary.

[Stamp]