

ZONING AND BUILDING LAWS

2A. Lessor hereby represents and warrants to Lessee that the use of the premises as a drive-in restaurant for the sale and consumption on the premises of food and non-alcoholic beverages will be a permitted use under the zoning classification applicable to the demised premises. Lessor hereby acknowledges that Lessee is relying upon said representations and warranties in executing this lease and that matters so represented and warranted are material ones and Lessor, accordingly agrees that any breach of warranty or misrepresentation shall be grounds for Lessee, at its sole option and election, to terminate this lease. Lessor hereby further represents and warrants as follows:

- (1) That all water, sanitary sewers, storm sewers, electric current, ~~gas~~ and telephone facilities are available for connection to the demised premises in areas immediately adjacent thereto.
- (2) That all land hereby demised in its present state is capable of use for a drive-in restaurant with surrounding areas available for paving without the need of any fill or subjacent support.

LESSEE'S COVENANTS

3. The Lessee covenants and agrees that during the term of this lease and for such further time as the Lessee, or any person claiming under it, shall hold the demised premises or any part thereof:

- a. To pay the reserved rent on the days and in the manner aforesaid.
- b. To bear, pay, and discharge all existing and future taxes, assessments, duties, impositions, and burdens whatsoever assessed, charged, or imposed, whether by the nation, state, city or any other public authority, upon the demised premises or any improvements thereon, or upon the owner or occupier in respect thereof, and to deliver to the Lessor at all times promptly proper and sufficient receipts and other evidence of the payment and discharge of the same.