

ELEVENTH; There are now upon the premises above described four buildings; "A", a three-story building known as 14-16 West Fourth Street, herein mentioned as the Majestic Building, for bond purposes valued at Fifty Thousand Dollars, (\$50,000.00); "B", a one-story building known as 18-24 West Fourth Street; and 403-409 South Boulder Street, mentioned herein as the "Corner Building", for bond purposes, valued at Ten Thousand Dollars, (\$10,000.00); "C", the two-story building known as 409¹/₂-413 South Boulder Street, herein mentioned as the "Boulder Street Building", for bond purposes, valued at Twenty-five Thousand Dollars, (\$25,000.00); "D", the two-story building and one-story out-building known as 415 South Boulder Street, herein mentioned as the "morgue", for bond purposes, valued at Eighteen Thousand Dollars, (\$18,000.00).

Lessee agrees that the Lessee will not remove any portion of any one of said buildings except the Lessee may, at any time, upon doing the things herein agreed to be done, remove any improvements, at any time, on said premises, and replace the same with a fire-proof structure of a character and appearance appropriate to the neighborhood and surroundings, of a value equal to not less than the value of the improvements removed; Provided, however, that the construction of any building, in lieu of any improvement removed, shall be begun within one year from the date said improvement is begun to be removed, and the construction of such new improvement shall be prosecuted with diligence by the Lessee, and completed within two years from the beginning of the destruction of the building removed.

If any improvements, to be erected by the Lessee under this Lease, including the building agreed to be erected in the last preceding numbered paragraph, is not begun and completed within the time and in the manner herein provided, free from liens, charges and encumbrances, as herein provided, or, if any improvements are removed or destroyed, and not replaced, as herein provided, by the Lessee, the Lessor may, at Lessor's option, immediately terminate this lease, and the term of the Lessee shall end, and all improvements on said premises shall be and remain the property of the Lessor; and the Lessee, and all persons claiming through, under or by the Lessee, in any manner, shall be immediately divested of all claim, right, title, interest or lien, to, in or upon the said improvements.

The surety on any bond given under this Lease in connection with any improvements in which the default is made, shall be liable to immediately pay to the Lessor a sum sufficient to complete the erection of the building to be erected, and to discharge all liens, claims and charges against the same, or if said improvements has not been begun, a sum sufficient to replace the improvement removed, provided the liability of no surety shall be extended beyond the penal sum of its bonds.

If and when the Lessee shall desire to remove any improvement now or hereafter on said premises, he shall, prior to the commencement of the razing of the same, or the removal of any portion thereof, given to the Lessor a bond of a form and with a corporate surety, both satisfactory to the Lessor, said bond to be, as to each building removal, in the penal sum of fifty per cent (50%) of the contract price of the building to be erected in lieu thereof, which penal sum, however, shall not be less than the value of the improvements to be removed, which bond shall be conditioned to secure the construction, completion and insurance of said building within the time hereinbefore provided, free from all liens and claims of every nature; said bond to be further conditioned that the Lessee will do all things covenanted to be done in the replacement or erection of improvements, at the times and in the manner stipulated, and that the surety will, whether Lessor has terminated this ^{Lease} ~~Lease~~ for such default, or not, on the failure of the Lessee to complete such buildings free of liens and charges, within the time herein provided, pay to the Lessor any sum that shall be required to build or complete, the construction of said building, or to replace the improvements removed, or to liquidate the claim or lien for the construction of such new building, as liquidated damages for the performance by the Lessee, if the Lessor so elects.