

due, payable and collectible, anything to the contrary notwithstanding.

As a part of the consideration for this lease the Lessee agrees to promptly commence the erection of a building upon the premises to be used as a super market or grocery store at a cost to the Lessee of not less than THIRTY THOUSAND (\$30,000.00) DOLLARS, such building to be erected with good materials, by good workmanship, the exterior and interior thereof to be attractive and substantially in accordance with the brochure exhibited by the Lessee to the Zoning Board of Adjustment at a meeting held by it on the 20th day of December, 1954. The dimensions of such building shall be 70 feet in width, fronting on Rutherford Road, and 120 feet in depth and located upon the demised premises, no closer to Rutherford Road than 60 feet, the Northeastern side of the building being in close proximity to the Northeastern boundary of the premises described but in all events so placed upon the premises as to meet all requirements as to setbacks and sewer and water lines. The Lessee shall pay the cost of constructing said building and discharge the bills for all labor and materials promptly in order to insure the filing of no liens.

The Lessee agrees to pave the entire premises with a good grade of asphalt or tar and gravel covering, less the portion of the premises covered by the building and less a strip at the rear boundary of the premises and along the rear portion of the Southwestern boundary of the premises, and with respect to the unpaved portion which shall be left for planting, the Lessee agrees to plant thereon attractive shrubbery in the form of a screen, so that at least the entire rear line of the premises will be screened by such shrubbery so as to set