In consideration of the premises, the Lessee does hereby covenant and agree that it will pay unto the Lessor an annual rental of One and No/100 (\$1.00) Dollars, payable in advance on or before the tenth day of the term of this lease.

The Lessee further covenants and agrees:

- 1. That it will use this land for no other purpose except a Negro playground, unless otherwise agreed to in writing by Lessor.
- 2. That it shall permit no conditions on said land hazardous to the safe use by the public and shall defend, indemnify and hold the Lessor harmless in every respect from any and all claims and demands for personal injuries, property damage or otherwise arising out of the use of this land including any construction or grading operations in preparation for such use.
- 3. That it will conduct all operations on the land in a neat and orderly manner so as not to be a disturbance to families living in the adjoining area.
- 4. That at the expiration of this lease, it will deliver the premises in as good condition as they shall be at the beginning except as otherwise provided herein, and shall remove all equipment and structures placed on premises.
- 5. That no buildings will be permitted upon said land without the express written permission of the Lessor.

The Lessor hereby gives unto Lessee the right, at its own expense, to clear and grade the land covered by this lease so that it may be used for the above purpose.

The Lessor shall have the right to terminate this lease without expense at any time during the original term or any

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