

that it will at its own cost and expense, relay and replace any portion of said pavement so disturbed and damaged with the same kind of material that it was first constructed, and make all repairs in a careful and workmanlike manner, and in as prompt a manner as possible and with as little inconvenience to the public as possible, and if the said Telephone Company shall fail to do so, then the County of Douglas shall have the right to proceed to make such repairs and charge the expense thereof to The Telephone Company.

5. It is further understood and agreed that if at any time during the occupancy of said bridge hereunder, it shall be lawfully decided that the County of Douglas is not entitled to receive the payments hereinbefore provided for, then The Telephone Company shall be relieved from making any payment to the said County of Douglas provided, however, that if at any time, it shall be lawfully decided that the payments herein provided for shall be made to the City of Lawrence instead of the County of Douglas, then in that event, said payments shall be so made from said time during the whole time thereafter that said bridge is so occupied. It being understood, however, that if at any time The Telephone Company shall cease to occupy the said bridge with the appliances herein mentioned, then The Telephone Company shall have the right to remove from said bridge all of said appliances, and no payments hereunder shall be made from and after the date of such removal. The removal of such appliances shall be without expense to the County and without damage to the bridge.

6. The first payment herein provided for shall be and become due on the first day of January, 1917 and all subsequent payments hereunder shall be made not later than the 10th of January in each and every year thereafter during the occupancy of said bridge ^{here} under and in case The Telephone Company shall for thirty days fail to make any payment herein provided for, then and in that event, the Commissioners shall have the right to terminate this agreement by giving to The Telephone Company, ninety days' notice in writing and require the removal from said bridge all appliances placed thereon, hereunder, provided, however, if The Telephone Company tenders any payment due within the time fixed by said notice it shall be the duty of the Commissioners to accept the same and in that event said notice shall become null and void.

7. It is distinctly understood and agreed that The Telephone Company shall have the right to sublet and lease

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