

must be located not less than one hundred (100) feet from any privy, and no outside toilet can be built closer than one hundred (100) feet to any existing well.

9. Lessee agrees to comply strictly with the lessor's rules and regulations and all applicable Federal, State, County, and Municipal laws, rules and regulations relating to all activities contemplated under this lease, including but not limited to, use of public or private roads, parking, fire and prevention of fire, public health, and pollution of streams or lakes, and to assume all obligations thereby imposed upon the lessor. The lessee further agrees to indemnify and save harmless the lessor from any loss, cost, suit or expense resulting from failure to comply with any of the provisions of any such laws, rules or regulations. Lessor may inspect the cabin site and cabin at any time to determine compliance with the terms of this lease.

10. Lessee hereby agrees to assume all risk of, and indemnify and hold harmless, and at the lessee's expense, defend the lessor from and against, any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of the lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the lessor, resulting partly or wholly, directly or indirectly, from the lessee's exercise of the rights herein granted.

11. Prior to the expiration of this lease or within thirty (30) days or such longer period thereafter as may be reasonably required by weather conditions, the lessee shall have the right to remove the cabin and his other property from the premises at his own expense and shall restore the site and leave the premises in a clean and sanitary condition satisfactory to the lessor. In event of failure to do so, the lessor may remove such property and restore the site and the premises to a clean and sanitary condition at the expense of the lessee, or may appropriate such property to its own use without compensation.

12. If any default shall be made on the part of the lessee in the observance or performance of any of the terms, covenants, agreements, or provisions of this lease by him to be observed or performed and such default continue for thirty (30) days after written notice, the lessor may, at its option, immediately terminate this lease and forthwith exclude the lessee from the premises and from all rights hereunder, but the lessee shall nevertheless be liable to the lessor for all liabilities incurred hereunder prior to such termination. Waiver of any default hereunder shall not constitute a waiver of any subsequent default. Service of any notice provided for herein by the lessor may be made by depositing such notice in the United States mails addressed to the lessee at 6901 S.W. Canyon Crest Dr., Portland, Ore

13. It is expressly understood that the lessor has leased the premises from the Northern Pacific Railway Company for a period ending August 31, 1983. The lease between the lessor and the Northern Pacific Railway Company provides that the lessor may terminate his lease on August 31st of any year of the term thereof and also that said lease may be terminated for default. The Northern Pacific Railway Company has agreed in its lease with the lessor that in the event of such termination by the lessor or by default all subleases shall terminate on the date of the termination of said lease. The Northern Pacific Railway Company will, however, provide for the continued use of the premises by the lessor's sublessees by one of the two following described lease arrangements. The