

chantable saw timber now being, standing and growing up on that certain tract of land lying and being in Okanogan county, Washington, and particularly described as follows: The West half of the Northeast quarter and the West half of the Southeast quarter of Section 7, in Township 2 N., R. 5 E., W. 11.

To Have and to Hold the same to said party of the second part, its successors and assigns, for the term of eight years from the 8th day of November, 1899, the said party of the second part paying therefor the sum of twenty-five cents for each and every one thousand feet of timber so cut and removed by said second party, immediately upon the same being sold and scaled at the mill or mills in Portland, Oregon, or elsewhere, and due report and settlement therefor by said mill or mills duly made to said second party; and said mill scale shall be deemed correct and shall be accepted by the parties hereto as the true measurement and scale of all logs cut under this agreement.

The said party of the first part hereby acknowledges the receipt of the said two hundred dollars above named, the same to be in full payment for the first 800,000 feet of logs that are cut and removed from said premises.

And it is hereby agreed between the parties hereto that the party of the second part shall have the exclusive right to use all roads for the said period of eight years leading over and through said premises, and shall have free ingress and egress in and upon said premises and enjoy the same for the purpose of cutting and removing said timber as aforesaid.

And it is further agreed between the parties that the party of the first part shall have the right at all times to enter in and upon said land and premises, and to live and reside thereon, and to reserve for his own use and benefit four acres on said lands.

And in case said party of the second part shall fail to make the payments as aforesaid, the party of the first part shall have the right to declare this agreement null and void, and in such case all rights under this agreement shall revert and re-vest in said party of the first as absolutely, fully and perfectly as if this agreement had never been made.