

ION AND OPERATION OF A SINGLE LINE OF ORDINARY LOGGING RAILWAY.

TO HAVE AND TO HOLD UNTO THE LESSEE FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE HEREOF, WITH THE UNDERSTANDING THAT IF SAID LESSEE HAS NOT REMOVED ALL HIS TIMBER BY THE END OF THE SAID FIVE YEARS THEN THIS LEASE OF EASEMENT TO BE RENEWED ON PAYMENT OF SAID ANNUAL RENTAL FOR SUCH LENGTH OF TIME AS MAY BE NECESSARY FOR SAID LESSEE TO USE SUCH LOGGING ROAD TO REMOVE SAID TIMBER.

IT IS UNDERSTOOD AND AGREED THAT THE ANNUAL RENTAL FOR SAID EASEMENT IS THE SUM OF \$100.00 IN ADVANCE.

IT IS FURTHER UNDERSTOOD AND AGREED THAT SAID LESSEE IS NOT TO USE OR PERMIT THE USE OF SAID RIGHT OF WAY FOR ANY OTHER THAN LOGGING ROAD PURPOSES AND IS NOT TO SUB-LEASE OR SUB-LET ANY PART THEREOF TO ANY PERSON WITHOUT THE CONSENT IN WRITING OF THE LESSOR.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE LESSEE HEREBY ASSUMES ALL LIABILITY CAUSED BY THE OPERATION OF SAID LOGGING RAILROAD ON ACCOUNT OF FIRE CATCHING FROM ANY USE THEREOF OR ON ACCOUNT OF INJURY TO ANY PERSON OR PROPERTY BY THE USE THEREOF OR IN OPERATION OF SAID LOGGING RAILROAD.

IT IS FURTHER UNDERSTOOD AND AGREED THAT ANY VIOLATION OF THIS AGREEMENT BY FAILURE TO PAY RENT OR OTHERWISE SHALL VOID THE SAME AND THE LESSOR, UPON ANY SUCH VIOLATION, MAY TAKE POSSESSION OF SAID PREMISES IN ANY MANNER PROVIDED BY LAW.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THIS INSTRUMENT GRANTS AN EASEMENT ONLY AND SHALL IN NO WISE INTERFERE WITH THE FREE USE OF ALL THE LANDS OF LESSOR, OR ITS ASSIGNS, OVER WHICH SAID EASEMENT RUNS, AND LESSOR, OR ITS ASSIGNS SHALL AT ALL TIMES HAVE THE RIGHT TO CROSS SAID RIGHT OF WAY HEREBY GRANTED WITH ROADS, FENCES, PIPE LINES, FLUMES, TELEGRAPH OR TELEPHONE LINES, OR OTHER STRUCTURE OR IMPROVEMENT AS LONG AS THE SAME SHALL NOT INTERFERE WITH THE OPERATION OF SAID LOGGING RAILROAD OF THE LESSEE.

IN WITNESS WHEREOF THE SAID LESSOR HAS EXECUTED THESE PRESENTS IN THE MANNER PROVIDED BY LAW THE DAY AND YEAR FIRST ABOVE WRITTEN AND SAID LESSEE SIGNS THE SAME AS AGREEING TO ALL ITS STIPULATIONS.

(CORPORATE)
(SEAL)

THE CASCADE LAND & INVESTMENT CO.

By PAT MCCOY PRESIDENT.

D. J. FINN LESSEE.

STATE OF WASHINGTON,)
COUNTY OF KING.) ss.

THIS CERTIFIES THAT ON THIS 2 DAY OF JUNE 1916, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED PAT MCCOY, TO ME PERSONALLY KNOWN, THE PRESIDENT OF THE CASCADE LAND & INVESTMENT COMPANY, A CORPORATION, AND ACKNOWLEDGED TO ME THAT, AS SUCH OFFICER OF SAID CORPORATION, HE EXECUTED THE FOREGOING LEASE AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, AND ON OATH DEPOSED AND SAID THAT SAID INSTRUMENT WAS EXECUTED IN PURSUANCE OF THE BY-LAWS AND A RESOLUTION OF THE BOARD OF DIRECTORS AUTHORIZING THE SAME.