

RIGHT-OF-WAY, BEING THE MAIN LINE OF THE (FORMERLY THE HAMILTON CREEK RAILROAD COMPANY AND J. K. LUMBER COMPANY); THE SPUR CONNECTING THE SAME WITH THE SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY, AND WHAT IS KNOWN AS THE OIL SPUR, ON WHICH ARE LOCATED TWO (2) OIL TANKS.

SECOND: THAT CERTAIN PARCEL OF LAND, ON WHICH THE WAREHOUSE IS NOW LOCATED. THE EAST BOUNDARY OF WHICH IS ONE HUNDRED FIFTY (150) FEET EAST OF THE WAREHOUSE AS NOW LOCATED, AND EXTENDING NORTH AND SOUTH, FROM THE NORTH LINE OF THE RIGHT-OF-WAY OF THE SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY, TO A POINT CONNECTING WITH THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE (FORMERLY THE HAMILTON CREEK RAILROAD COMPANY AND J. K. LUMBER COMPANY), THENCE WEST TO A POINT WHERE THE (FORMERLY THE HAMILTON CREEK RAILROAD COMPANY AND THE J. K. LUMBER COMPANY) CONNECTS WITH THE SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY, EXCEPT THE FIRST PARTY IS TO HAVE SUFFICIENT ROAD CROSSINGS ON THE LAND HEREBY LEASED FOR HIS ACCOMODATIONS, AND IT IS FURTHER UNDERSTOOD THAT A CERTAIN SPRING LOCATED NEAR THE COMMISSARY ON THE MAIN LOGGING RAILWAY IS RESERVED FOR THE USE OF THE FIRST PARTY AND THAT NO RIGHT WHATEVER TO USE ANY OF SAID WATER IS GRANTED IN THIS LEASE, AND THAT THE PRIVILEGE OF GOING UPON THE RIGHT-OF-WAY TO TAKE WATER OR TO IMPROVE THIS SPRING, OR FOR ANY OTHER PURPOSE IN CONNECTION THEREWITH IS ALSO RESERVED.

THIRD: THE USE OF THE WATER, UNLIMITED, FROM WHAT IS KNOWN AS SCHOOL HOUSE CREEK, CONNECTING WITH THE WATER TANK, AS NOW LOCATED ON THE RIGHT-OF-WAY, OF THE (FORMERLY THE HAMILTON CREEK RAILROAD COMPANY AND J. K. LUMBER COMPANY), FOR LOCOMOTIVE AND SUCH OTHER USES, AS MAY BE NEEDED IN THE LOGGING OPERATIONS. ALL BEING LOCATED ON THE LAND OWNED BY THE SAID FIRST PARTY, ON SECTION NINETEEN (19), TOWNSHIP TWO (2) NORTH OF RANGE SEVEN (7) EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, STATE OF WASHINGTON.

FOURTH: THIS LEASE IS GIVEN FOR THE PERIOD OF TEN (10) YEARS, FROM AND AFTER THE FIRST DAY OF JULY, 1921, FOR THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) PAYABLE AS FOLLOWS: FIFTY DOLLARS (\$50.00) ON THE EXECUTION AND DELIVERY OF THIS INSTRUMENT, ONE HUNDRED DOLLARS (\$100.00) ON OR BEFORE THE FIFTEENTH (15) DAY OF JANUARY, IN EACH SUCCEEDING YEAR, DURING THE LIFE OF THIS LEASE, UNTIL THE FULL SUM OF ONE THOUSAND DOLLARS (\$1,000.00) SHALL HAVE BEEN PAID. IT IS FURTHER UNDERSTOOD AND AGREED, THAT IF THERE SHALL BE NO DEFAULT IN THE PAYMENTS, AS HEREINBEFORE STATED, BY THE SAID TRUSTEE, AN EXTENSION OF FIVE (5) ADDITIONAL YEARS, SHALL BE GRANTED AT THE SAME ANNUAL RENTAL BY THE SAID FIRST PARTY, TO THE SAID TRUSTEE, AND THAT HE SHALL EXERCISE HIS RIGHT TO SUCH EXTENSION IN WRITING TO SAID FIRST PARTY NOT LATER THAN JULY 1ST, 1930.

FIFTH: THE SAID PARTY RESERVES THE RIGHT OF INGRESS AND EGRESS AND TO BUILD ROADS, OVER AND ACROSS THE SAID RAILROAD, BUT IN SUCH A MANNER THAT IT WILL AT NO TIME INTERFERE WITH THE FREE AND UNOBSTRUCTED USE OF THE RAILROAD IN THE LOGGING OPERATIONS. ALSO THE USE OF ANY OVER-FLOW FROM THE WATER OF SCHOOL HOUSE CREEK.

SIXTH: THE PARTY OF THE FIRST PART FOR HIMSELF, HIS HEIRS AND ASSIGNS, COVENANTS AND AGREES TO AND WITH THE SAID TRUSTEE, HIS SUCCESSORS AND ASSIGNS, THAT HE MAY ASSIGN THIS LEASE AND LET, SUBLET OR UNDER-LET THE WHOLE OR ANY PART OF SAID RIGHTS-OF-WAY, RIGHTS AND PRIVILEGES AND RIGHTS THEREIN, FOR THE PURPOSE HEREIN MENTIONED, TO ANY PERSON OR PERSONS, PARTY OR PARTIES.

SEVENTH: THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFITS OF