

14. In case Railroad shall successfully bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, Lessee will pay to Railroad reasonable attorney fees in addition to the amount of judgment and costs.

15. In case Lessee shall (except by Railroad) be lawfully deprived of the possession of the leased premises or any part thereof, Lessee shall notify Railroad in writing, setting forth in full the circumstances in relation thereto, whereupon Railroad may, at its option, either install Lessee in possession of the leased premises, or terminate this lease and refund to Lessee the pro rata amount of the rental for the unexpired term of the lease after the receipt of such notice, whereupon no claims for damages of whatsoever kind or character incurred by Lessee by reason of such dispossession shall be chargeable against Railroad.

16. In case Lessee holds over the term of this lease, with the consent of Railroad, such holding over shall be deemed a tenancy from month to month, and upon the same terms and conditions as herein stated.

17. Any notice to be given by Railroad to Lessee hereunder shall be deemed to be properly served if delivered to Lessee, or if deposited in the post office, postpaid, addressed to Lessee at the leased premises or to last known address.

18. Time and specific performance are each of the essence of this lease.

19. It is understood and agreed that Sections 20 to 26 inclusive on the insert hereto attached are hereby made parts of this lease.

THIS LEASE shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto, but shall not be assigned or subleased by Lessee without the prior written consent of Railroad.

IN WITNESS WHEREOF, the parties hereto have executed this lease in duplicate the day and year first above written.

SOUTHERN PACIFIC COMPANY,

By (Title) E. F. Widdow Real Estate Dept.

Attest: Assistant Secretary

WALDRIP BROTHERS

(See Note)

(Lessee)

S.T. Waldrip

Partner

William M. Waldrip

Partner

WITNESSED BY:

Bill Beady

Duncan H. Baird

DESCRIPTION CORRECT:

19

Division Engineer.

NOTE:—If an incorporated company, lease should be executed by an authorized officer thereof and his title indicated; otherwise signature should be witnessed by an employee of Railroad, if practicable, if not, by a disinterested party.

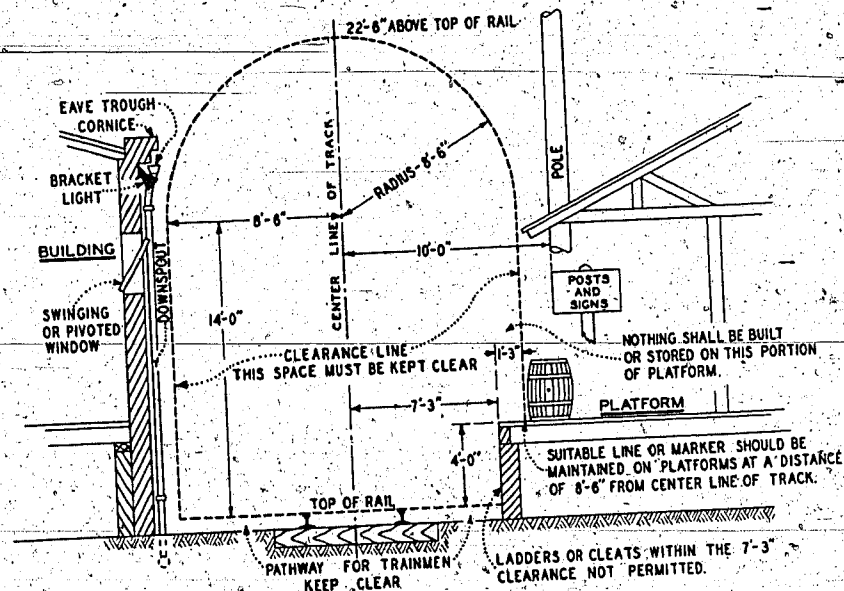
EXHIBIT "A"

CS 3593 C

TYPICAL CLEARANCE OF STRUCTURES FROM RAILROAD TRACKS FOR USE IN

STATE OF OREGON

FOR NEW WORK AND RECONSTRUCTION OF EXISTING FACILITIES
ADJACENT TO STANDARD GAGE RAILROAD TRACKS TRANSPORTING FREIGHT CARS
EFFECTIVE MAY 1, 1955



NOTES

OVERHEAD WIRE CLEARANCES SHALL CONFORM TO "SAFETY RULES FOR THE INSTALLATION AND MAINTENANCE OF ELECTRIC SUPPLY AND COMMUNICATION LINES," AS PUBLISHED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL BUREAU OF STANDARDS.

POST, POLES, WARNING SIGNS, AND SIMILAR FACILITIES SHOULD BE GIVEN A SIDE CLEARANCE OF 10'-0" WHEN NOT PRACTICABLE THE DISTANCE MAY BE REDUCED TO NOT LESS THAN 8'-6".

ALL SIDE CLEARANCE DIMENSIONS ARE FOR TANGENT TRACK. WHEN POSSIBLE, SIDE CLEARANCES ON CURVED TRACK SHOULD BE ONE (1) FOOT GREATER THAN THAT PROVIDED FOR TANGENT TRACK. WHERE CONDITIONS MAKE NECESSARY, THE MINIMUM CLEARANCE MAY BE DETERMINED BY ADDING TO THE PROPER TANGENT TRACK CLEARANCE ONE-HALF (1/2) INCH FOR EACH DEGREE OF CURVATURE. ADDITIONAL CLEARANCE TO COMPENSATE FOR LEAN OR TILT OF CARS CAUSED BY ANY SUPERELEVATION MUST ALSO BE PROVIDED.