

in any way with any of the rights of the Company, relative thereto, and to provide, that the said Company has consented that for the time hereinafter stated the party of the first part may occupy each of the premises hereinafter specified, to-wit: for such length of time as may seem proper to the said Company -

Now therefore, in consideration of the premises and license aforesaid, the said party of the first part hereby covenants and agrees with the said Company, its successors and assigns, as follows -

First That the party of the first part will save and hold harmless the said Company, its successors and assigns, from all damage, injury, or liability that may arise from the destruction or injury of any building, improvements or personal property of any description, by fire or from any other cause, whatsoever, whether the same should be attributable to the negligence of the employees of said firm or not, where such damage, injury, or liability is caused, sustained or in any way, manner, contributed to by reason of the use of the premises hereunder, and the party of the first part agrees to indemnify and reimburse for the party of second part the said building and contents and all personal property on said lot.

Second That the party of the first part will save and hold harmless the Company, its successors and assigns from all damage to any person that may result wholly or in part from the use of the premises by the party of the first part or any other person, if such damage be caused by the negligence of the said person or persons, and from any other cause.

Third That the party of the first part

does not now, nor will he set up title to said property against the Company, its successors or assigns, but will hold the same only as tenant in law, subject to the notice hereinafter specified.

Fourth That the party of the first part covenants and agrees in consideration to the premises and license aforesaid, to surrender the said premises to the Company, its successors or assigns, and remove all obstructions, buildings, or improvements therefrom, upon receiving 60 days notice from the said Company, its successors or assigns. Said notice may be given to any person in possession of the premises.

Fifth That in case of failure to deliver said possession and remove said obstructions, the Company, its successors or assigns, shall have the right, upon the expiration of the period aforesaid, or at any time thereafter, to enter upon and take possession of the premises, and all buildings, improvements, structures, and personal property there remaining thereon, shall be and become the absolute property of the said Company, without any accountability to the tenant or any other person.

Sixth The tenant will pay the expenses of recording this instrument, and any future agreements with reference to the premises hereon. The word "tenant" when used herein shall include the party of the first part, his heirs, executors, administrators and any person who may enter upon and occupy the premises as his or their successor, licensee, or assignee.

Seventh Originals of this agreement are executed simultaneously at Interlaken, N.Y. on the 10th day of August 1900.

Witness my hand and seal of office this 10th day of August 1900.

Wm. H. ...
 Mayor of the City of ...