

for guarding against fire on the lands of the parties of the first part adjacent to the right of way, and if by reason of the use and occupancy of the right of way by the party of the second part, its employees or the public, fire should result and damage be caused thereby to the timber or other property of the parties of the first part adjacent thereto, then the party of the second part shall pay on demand to the parties of the first part for all such damages as may result therefrom.

The party of the second part covenants and agrees to seasonably pay the taxes on each forty acre tract of land within said sections above described over which said right of way may be located, beginning with the taxes becoming payable after January 1, 1943, and to continue payment thereof until the end of said term, or should the second party abandon the use of said right of way earlier, then up to the time of abandonment thereof.

This easement in any event shall terminate April 21, 1951 without further notice, provided, however, if the second party shall fail to keep, observe and perform the covenants and promises herein set forth, this agreement may thereon, on thirty (30) days' written notice to the second party, be cancelled and after the expiration of such thirty (30) days' notice, unless the defaults complained of have been remedied, this agreement will then be absolutely void and the second party shall have no further rights, and no further act or notice to be done or sent by the first parties shall be necessary.

In Witness Whereof, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

Esther H. Peterson
By Charles F. Peterson
Her Attorney-in-fact

Fairhurst Lumber Company
By A. W. Fairhurst, President
Parties of the first part

O. P. Lewellen
Party of the second part

RIGHT OF WAY EASEMENT

This agreement, made this 21st day of April, A. D., 1941 between E. H. Peterson, in her own, sole and separate right and Fairhurst Lumber Company, a corporation, Tacoma, Washington, parties of the first part, and O. P. Lewellen, Woodland, Washington, party of the second part,

WITNESSETH: That in consideration of the sum of One (\$1.00) Dollar to them in hand paid, receipt whereof is hereby acknowledged, and the faithful performance of the terms and conditions hereinafter set forth, the parties of the first part do hereby give and grant to the party of the second part a Right of Way Easement not to exceed sixty (60) feet in width, upon, over and across the holdings of the parties of the first part located in Section 20 and 29, Township 7, North Range 5 East of W. M. in Skamania County, Washington, for a private truck road to be used by the second party for its exclusive use for a period terminating ten (10) years from the date of this agreement.

The parties of the first part hereby expressly reserve unto themselves and their successors and assigns, the right to cross and recross said right of way at any place on grade or otherwise, with logging railways, logging roads, or other roads, or for any purpose incident to the ownership of the adjoining land, and also reserve the right that in the event they, or either of them, their successors or assigns, should desire to log the timber on any lands tributary to said right of way that they shall have the right to use said right of way and any road built over the same by the party of the second part for such purposes, and shall have the right to use the same in common with the party of the second part.