

10. THE CONTRACTOR SHALL COMPLY WITH THE TERMS AND PROVISIONS OF THE STATUTES OF THE STATE OF WASHINGTON, AND WITH ALL REGULATIONS ISSUED BY THE STATE FIRE COMMISSIONER AND THE STATE FIRE WARDEN OF THE SAID STATE, OR HIS DEPUTIES, WITH RESPECT TO THE DISPOSITION OF TREE TOPS AND OTHER DEBRIS AND COMBUSTIBLE MATERIAL WHICH ACCUMULATE AND INCIDENT TO THE CUTTING AND REMOVAL OF TIMBER, AND IT IS EXPRESSLY AGREED THAT FOR THE PURPOSE OF DETERMINING WHAT SHOULD BE DONE TO BEST PROTECT THE ADJACENT TIMBER FROM ^{the} FIRE HAZARD THAT RESULTS FROM THE PROPOSED OPERATION CONTEMPLATED BY THIS AGREEMENT, THAT THE STATE FIRE WARDEN OF THE SAID STATE WILL APPOINT A DEPUTY OR DEPUTIES TO SUPERVISE AND DIRECT THE WORK THAT SHOULD BE DONE BY THE CONTRACTOR IN CLEARING UP THE TOPS AND DEBRIS THAT RESULT FROM THE OPERATION; TO THE END THAT THE BEST CONDITIONS MAY BE REACHED FOR THE MINIMIZING OF THE FIRE HAZARD, AND IT IS FURTHER EXPRESSLY AGREED THAT IF THE CONTRACTOR DOES NOT CARRY OUT THE INSTRUCTIONS THAT ARE GIVEN BY THE FIRE WARDEN, AND AS A RESULT OF SAID FAILURE FOREST FIRES OCCUR THAT DAMAGE THE TIMBER OR THE PROPERTY OF THE LAND COMPANY, THEN THE CONTRACTOR SHALL BECOME PERSONALLY LIABLE AND SHALL PAY TO THE LAND COMPANY FULL COMPENSATION FOR ALL DAMAGES SUSTAINED BY SUCH NEGLECT AND FIRE. THE EXPENSE, IF ANY, OF SUCH SUPERVISION OF A DEPUTY FIRE WARDEN IS TO BE BORNE BY THE CONTRACTOR.

THE PARTIES FURTHER AGREE THAT IF THE CONTRACTOR SHALL FAIL TO MAKE ANY OF THE PAYMENTS HEREINABOVE PROVIDED, OR SHALL FAIL TO PERFORM ANY OF THE OBLIGATIONS IMPOSED UPON HIM BY THIS CONTRACT, THE LAND COMPANY SHALL THEREUPON HAVE THE RIGHT AT ITS OPTION TO TERMINATE THE CONTRACT;

PROVIDED, HOWEVER, THAT DAMAGE TO OR DESTRUCTION OF THE MILL OR MILLS OF THE CONTRACTOR BY FIRE, OR A STRIKE OF SUCH PROPORTIONS AS TIES UP THE LUMBER INDUSTRY GENERALLY SHALL EXCUSE THE CONTRACTOR FROM THE PERFORMANCE OF HIS OBLIGATIONS UNDER THIS CONTRACT WHILE DISABILITY FROM SUCH CAUSES CONTINUES. UPON SUCH TERMINATION ALL RIGHTS OF THE CONTRACTOR HEREUNDER SHALL CEASE;

PROVIDED, HOWEVER, THAT SUCH TERMINATION SHALL NOT AFFECT THE RIGHT OF THE LAND COMPANY TO COLLECT ALL MONEYS DUE AT THE TIME OF THE TERMINATION FOR TIMBER CUT.

WITNESS THE SIGNATURES OF THE PARTIES HERETO THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESSED BY:

GUY R. PORTER

W. S. CHIENE

(CORPORATE)
(SEAL)

HOOD LAND COMPANY

BY ANDREW R. PORTER
PRESIDENT

A. G. OSLAND
SECRETARY

N. C. CHRISTENSON

FILED FOR RECORD DECEMBER 27, 1919, AT 4-15 P.M. BY N. C. CHRISTENSON,

Eddy B. Mitchell
COUNTY AUDITOR.