

wires not less than twenty feet above the ground in order to permit the passage of vehicles used in normal logging operations so as not to interfere with the use of any roads; and Grantee further agrees to hold Grantor harmless from any claim of damage to Grantee's facilities from falling timber, fire or acts of any nature, save those due to willful negligence on the part of Grantor.

Grantee agrees to clean up the debris caused by its construction of facilities in a workmanlike manner so as to leave the right of way and easement free from fire hazards and in such condition as will not cause the spreading of timber-depredating insects and will thereafter use due caution in keeping said right of way in a reasonably safe condition from such risks, and will repair any damage it shall do to Grantor's private land or lanes.

Grantee agrees to indemnify Grantor and to hold Grantor harmless from and against any and all loss, damages, claims, suits, judgments, levies, attorney fees and other costs of whatsoever nature, arising from or caused by any act or omission of Grantee, its agents, servants, employees or independent contractors on or about the subject premises of Grantor, whether based upon or arising from claims or injury to the person, death or damage to real or personal property of Grantor or of any other party.

TO HAVE AND TO HOLD said parcel of land together with all privileges and appurtenances thereunto belonging for the use and purposes aforesaid, unto Grantee, its successors and assigns, subject, however, to the right of reversion in the event of nonuser.

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