

OREGON-WASHINGTON TIMBER CO. TO WASHINGTON-NORTHERN RAILROAD CO.

THIS AGREEMENT, made and entered into this 4th day of June, 1910, by and between the Oregon-Washington Timber Company, a corporation organized and existing under the laws of the State of Oregon, duly authorized to do business in the State of Washington, hereinafter called the Timber Company, party of the first part, and the Washington Northern Railroad Company, a private corporation organized and existing under the laws of the State of Oregon, duly authorized to do business in the State of Washington, hereinafter called the Railroad Company, party of the second part, WITNESSETH as follows, to-wit:

WHEREAS, the Timber Company is the owner in fee simple of lands in Skamania County, Washington, aggregating Ten Thousand Eight Hundred acres in extent, and particularly set out and described in the accompanying schedule marked "Exhibit A," on which land there is now standing timber to the estimated amount of Four Hundred Million feet; and

WHEREAS, the Timber Company has no adequate means at the present time for the transportation of said timber, and desires to secure the extension of a railroad to said lands for the purpose of transporting said timber to a point from which it can be marketed or sent to a market; and

WHEREAS, the Railroad Company now owns and operates a private railroad extending from Cruzatt in the State of Washington, on the North bank of the Columbia River, in a Northerly direction to the southeast quarter of the southeast quarter in Section Thirteen (13), and Township Two (2) North, Range Five (5) East, in said Skamania County, and into and through a portion of the lands of the Timber Company before mentioned, but said railroad does not extend sufficiently through said lands and is not sufficiently well equipped to handle the business of the Timber Company; and

WHEREAS, the Timber Company desires the Railroad Company to extend its line further through the lands above mentioned and to increase its equipment, and in order to induce the Railroad Company to take such action the Timber Company is willing to obligate itself to furnish a certain amount of timber for transportation and to pay the Railroad Company for such extension and the hauling of said timber a fixed amount per thousand feet; and

WHEREAS, the Railroad Company is willing to so extend and equip its line if absolutely assured of receiving from the Timber Company the business herein mentioned and the payments hereinafter agreed to be made;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter mentioned and set forth, and in further consideration of One Dollar to each in hand paid by the other, the receipt of which is hereby acknowledged, the parties hereto do agree as follows, to-wit:

FIRST: The Railroad Company agrees that it will, with reasonable expedition extend its line of railroad so as to reach the said lands of the Timber Company, and it is estimated but not guaranteed that during the year 1910 such extension shall be com-

pleted to Section Eighteen, Township Two North, Range Six East, and during the year 1911 to Section Thirty, Township Three North, Range Six East, and during the year 1912 to the Northwest Corner of Section One, Township Two North, Range Five East.

SECOND: The Railroad Company further agrees that it will equip its line of railroad with a sufficient number of cars, trucks and engines to transport the logs hereinafter agreed to be furnished by the Timber Company, and that when the cars are loaded it will transport said cars to its booming place at Cruzatt on the Columbia River and there unload said logs. If the Timber Company shall constantly keep on hand at said booming place subject to the order of the Railroad Company the booming-sticks, chains, swifter cables and other equipment necessary for the purpose, the Railroad Company agrees in consideration of the payments hereinafter agreed to be made, to put said logs in rafts, in which case all responsibility of the Railroad Company shall cease as soon as said logs are put in rafts, and if the Timber Company shall not so constantly keep on hand at said place the necessary booming sticks, chains, swifter cables and equipment, then the responsibility of the Railroad Company shall cease as soon as said logs are unloaded at said booming place.

THIRD: The Timber Company agrees that it will cause to be cut and loaded upon the cars or trucks of the Railroad Company from the lands mentioned in said schedule, timber in the form of commercial logs of conventional length to an aggregate amount of Forty Million (40,000,000) feet during the calendar year 1910, and that it will during each of the following calendar years, cut and load, or cause to be cut and loaded on the cars of the Railroad Company, logs in the form specified, to the aggregate amount of sixty million feet per calendar year, until all of the merchantable timber on said lands is exhausted. The Timber Company also agrees to give to the Railroad Company the right at its option to haul all logs, cord wood and other forms of timber which it may cut or take from said lands or from any other lands now owned or hereafter acquired by it, accessible to said line of railroad or its future extensions, until the same are exhausted.

It is understood and agreed that the quantities of logs specified in this paragraph are to be loaded and delivered to the Railroad Company for transportation throughout the logging season in daily amounts representing as nearly as possible the average amount per day necessary to make up the aggregate specified amount for the year, considering the season for hauling such logs to consist of two hundred and fifty (250) days. Whenever the quantity of logs is referred to in this contract by a number of feet, it is understood to mean board measure, log scale.

FOURTH: In consideration of the extension of said road as aforesaid, and in further consideration of the transportation of said logs or timber to Cruzatt as herein provided, the Timber Company agrees to pay the Railroad Company as follows:

For all cordwood hauled, the sum of One Dollar per cord.
For the first Ninety Million (90,000,000) feet of logs hauled, the sum of Two dollars per thousand feet;
and for the remainder of logs hauled, the sum of Two Dollars and Fifty cents per thousand feet.

Said logs and cordwood are to be scaled and measured either in the boom or at the terminus of the railroad at Cruzatt, as may be designated by the Railroad Company,

and the charges as aforesaid for all logs or cordwood delivered each month at Cruzatt shall be paid within the first fifteen days of the next succeeding month. For the purpose of determining the amount due to the Railroad Company, one scaler shall be named by the Railroad Company and one by the Timber Company, and the basis of measurement of logs shall be as follows: Green logs scaled in full without deduction, and fire-killed, or dead logs, with a deduction of the sap ring only; it being understood that all logs delivered to the Railroad Company by the Timber Company and hauled and delivered by the Railroad Company as aforesaid shall be paid for upon that basis, whether accepted by the purchaser of the logs or not. If the scaler for the Timber Company shall not be at the place designated by the Railroad Company for scaling, the measurement of the scaler for the Railroad Company shall be final and conclusive, to the end that the operations of the Railroad Company shall not be delayed.

FIFTH: It is understood and agreed that as soon as the Timber Company shall begin to make its regular sinking fund payment for every one thousand feet of logs cut, to the trustee in either of its two certain mortgages to the Mississippi Valley Trust Company dated June 4, 1910, and June 4, 1910, the amount hereinabove agreed to be paid to the Railroad Company for every one thousand feet of logs hauled (but not cordwood) shall be reduced by the amount actually paid for said sinking fund to said trustee for every one thousand feet of logs cut, and that such reduction in the amounts hereinabove agreed to be paid shall continue as long as such sinking fund payment for every one thousand feet of logs cut shall be actually and regularly made to the trustee.

SIXTH: The Timber Company agrees that it will build and construct at its own cost and expense, according to the location, surveys and specifications of the engineers of the Railroad Company, the necessary road-bed for any spur or spurs, switches or side-tracks, which it may be found necessary or desirable to construct in the removal of the timber from the lands aforesaid, meaning to include in the word "road-bed", as here used, any and all cuts, fills, ditches, culverts, bridges or trestles necessary to be made in the grading and construction of said road-bed, so that the same shall be in condition for the laying thereon of the ties and track by the Railroad Company.

SEVENTH: The Railroad Company agrees to make the necessary surveys for any spur or spurs, switches or side-tracks, which may be considered necessary or desirable by it for the economical and expeditious handling of said logs, and to locate the line for such spur or spurs, switches or side-tracks, and to determine the grades therefor, and to prepare and furnish to the Timber Company the necessary specifications for the construction of the road-bed, including necessary culverts, bridges and trestles, as herein contemplated.

EIGHTH: The Railroad Company agrees that it will, at its own cost and expense, after the necessary road-bed has been constructed by the Timber Company for any spur or spurs, switches or sidetracks, found to be necessary or desirable as herein provided, complete the same by laying the ties and track thereon. In the event of failure or refusal of the Railroad Company to complete any spur or spurs, switches or side-tracks, after the necessary road-bed shall have been constructed by the Timber Comp-

any, by the laying thereon of the ties and track within a reasonable time after the completion of said road-bed, the Railroad Company hereby agrees and consents that the Timber Company may cause such ties and track to be laid at the reasonable cost and expense of the Railroad Company.

NINTH: The Timber Company further agrees to furnish all timber necessary for tress, bridges, trestles, or other necessary timber construction upon the main line, extensions, branches, spurs, switches or side-tracks constructed over or through the lands now owned or hereafter acquired by the Timber Company, without any charge therefor, but except as provided in Paragraph Six herein, shall not be required to cut or saw such timber.

TENTH: The Timber Company hereby gives, grants, bargains, sells and conveys to the Railroad Company an easement or right of way over said lands for the line of railroad as now located thereon, and the Timber Company further agrees that it will permit the Railroad Company to use and maintain so long as it may desire, before and after the timber has been removed from said lands, any main line, branches, extensions, spurs, switches or side-tracks constructed on said lands, and to project or extend the same as it may desire, and also to construct any further main line, branches, spurs, or extensions of railroad which may be considered desirable by the Railroad Company through or across any of the lands aforesaid, or through or across any other lands which may be hereafter acquired by the Timber Company, hereby granting, bargaining, selling and conveying to the Railroad Company, its successors or assigns, such easements or rights of way over and across the said lands now owned or hereafter acquired by it as may be necessary for that purpose, together with the right to enter upon said lands and take possession of such rights of way. All easements or rights of way over said lands now owned or hereafter acquired shall be understood to be 100 feet wide, with such additional width at places to be designated by the Railroad Company as may be necessary for switches, side-tracks, termini, etc. The Timber Company further agrees that it, its grantors, successors or assigns, will on the demand of the Railroad Company execute such further conveyances or deeds as may be necessary or proper to carry this agreement into full force and effect.

ELEVENTH: The Timber Company further agrees that it will not directly or indirectly without the written consent of the Railroad Company take or remove, or allow to be taken or removed, from any of the lands aforesaid or from any lands hereafter acquired by it and accessible to the lines of the Railroad Company, any lumber, timber, cordwood, or logs of any kind whatsoever, unless the same be transported over the road of the Railroad Company; it being understood that the exclusive right to transport all said timber, lumber, cordwood or logs is a material consideration inducing the Railroad Company to extend its lines as herein agreed.

TWELFTH: If the Timber Company shall fail to cut and load upon the cars of the Railroad Company from time to time during any one year as contemplated by the terms hereof, the amount of logs herein agreed to be so cut and loaded, the Railroad Company may, with its own employees, or with agents or contractors engaged for that purpose, enter upon said lands of the Timber Company and cut and load the logs herein

agreed to be cut and loaded by the Timber Company, at the reasonable cost and expense of the Timber Company, and shall have the right to transport the same to Cruzatt over said railroad, and sell said logs for the purpose of applying the proceeds thereof toward the payment of the amounts of money herein agreed to be paid by the Timber Company as well as the cost of cutting and loading said logs, accounting to the Timber Company for any and all surplus, if any, over and above said payments and all charges, costs and expenses of so cutting, delivering and selling said logs.

THIRTEENTH: This contract shall inure to the benefit of the parties hereto, their successors and assigns.

FOURTEENTH: Either party, respectively, to this contract, shall have the right to assign its interests herein, or its right to receive any sums of money herein mentioned, to the Trustee named in any mortgage executed by either the Railroad Company or the Timber Company, as collateral security for the payment of the obligations to be secured by such mortgage, and in case of such an assignment of this contract, no cancellation, change or modification shall be made herein, without the written consent of such Trustee.

FIFTEENTH: To guarantee the faithful performance of the obligations hereby undertaken by it and to secure the prompt payment of the various sums of money agreed by it to be paid to the Railroad Company, the Timber Company hereby gives and grants to the Railroad Company a lien upon the lands and timber described in said schedule "A" and upon the lands and timber hereafter acquired by it and upon the logs and other forest products cut and to be cut thereon. And the Timber Company stipulates that the Railroad Company shall have all rights and remedies with reference to the enforcement of the said lien which are assured by the statutes of Washington to those who shall perform labor upon forest products of any kind, or to carriers of merchandise, or to mortgagees. And it is hereby stipulated that the covenants and agreements herein set out in this contract shall run with the said lands and shall bind not only the interest of the present owners therein, but also that of future owners, grantees and lien holders.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents, and their seals to be hereto attached, attested by their Secretaries, the day and year first above written.

Attest:
E. J. Blazier,
Secretary.

OREGON-WASHINGTON TIMBER COMPANY,
By J. E. Blazier, (Corporate Seal)
President.

Attest:
J. E. Blazier,
Secretary.

WASHINGTON NORTHERN RAILROAD COMPANY
By E. J. Blazier, (Corporate Seal)
President.

Witnesses as to all signatures:

R. E. Moody
D. L. Robinson

STATE OF OREGON,)
COUNTY OF MULTNOMAH.) SS

On this 4th day of June, A.D., 1910, before me personally appeared J. E. Blazier, to me known to be the President of Oregon-Washington Timber Company, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and he on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

R. E. Moody

Notary Public for Oregon.

STATE OF OREGON,)
COUNTY OF MULTNOMAH.) SS

On this 4th day of June, A. D., 1910, before me personally appeared E. J. Blazier, to me known to be the President of Washington Northern Railroad Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and he on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

R. E. Moody

Notary Public for Oregon.

"Exhibit A"

The following described real property situated in Skamania County, State of Washington:

The East half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section twenty-five (25); the North half (N $\frac{1}{2}$) of the North half (N $\frac{1}{2}$) of Section twenty-four (24); the East half (E $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$), and the North half (N $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section twenty-three (23); the East half (E $\frac{1}{2}$) and the East half (E $\frac{1}{2}$) of the West half (W $\frac{1}{2}$) and the Southwest quarter (SW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) and the Northwest quarter (NW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section fourteen (14); the whole of Section thirteen (13); the East half (E $\frac{1}{2}$) of Section eleven (11); the Southeast quarter (SE $\frac{1}{4}$), and the Southwest quarter (SW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$), and the Northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter

ter (NW $\frac{1}{4}$), and the West half (W $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$), and the Northwest quarter (NW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$), and the South half (S $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section twelve (12); the Southeast quarter (SE $\frac{1}{4}$) of Section (2); the whole of Section one (1); all in Township two (2), North, Range five (5) East, Willamette Meridian.

The Northwest quarter (NW $\frac{1}{4}$) of Section thirty (30); the Southwest quarter (SW $\frac{1}{4}$), and the North half (N $\frac{1}{2}$) of the North half (N $\frac{1}{2}$) of Section nineteen (19), the whole of Section eighteen (18); the Southeast quarter (SE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$), and the Southwest quarter (SW $\frac{1}{4}$), and the Southwest quarter (SW $\frac{1}{4}$) of the Northwest quarter of Section seven (7); the Northwest quarter (NW $\frac{1}{4}$) of Section eight (8); the Southwest quarter (SW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$), and the Southwest quarter (SW $\frac{1}{4}$), and the Southeast quarter (SE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) and the West half (W $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section six (6); all in township two (2) North, Range six (6), East, Willamette Meridian.

The North half (N $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$), the South half (S $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section thirty-four (34); the whole of Section thirty-five (35); the South half (S $\frac{1}{2}$), and the Northeast quarter (NE $\frac{1}{4}$) of Section thirty-six (36); the South half (S $\frac{1}{2}$) of Section twenty-five (25); the Southwest quarter (SW $\frac{1}{4}$), and the Southwest quarter (SW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$), and the Southwest quarter (SW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section twenty-six (26); the Northwest quarter (NW $\frac{1}{4}$) of Section twenty-four (24); the Southwest quarter (SW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section thirteen (13); all in Township three (3) North, Range five (5) East, Willamette Meridian.

The whole of Section thirty-one (31); the whole of section thirty-two (32); the whole of section twenty-eight (28); the Northwest quarter (NW $\frac{1}{4}$) of Section twenty-nine (29); the Southwest quarter (SW $\frac{1}{4}$) of Section thirty (30); the Southwest quarter (SW $\frac{1}{4}$) of Section twenty (20); the Southeast quarter (SE $\frac{1}{4}$) and the West half (W $\frac{1}{2}$) of Section Nineteen (19); the whole of Section eighteen (18); the Southwest quarter (SW $\frac{1}{4}$) of Section seventeen (17); the Southwest quarter (SW $\frac{1}{4}$) of Section eight (8); all in township three (3) North, Range six (6) East, Willamette Meridian.

Filed for record by R. E. Moody on June 10, 1910, at 2:20 P.M.

A. Fleischhauer,

County Auditor.

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