

OREGON WASHINGTON TIMBER COMPANY TO WIEST LOGGING CO.

THIS AGREEMENT, made and entered into by and between the Oregon and Washington Timber Company, (formerly the Oregon and Washington Logging Company) a corporation of Portland, Oregon, the party of the first part, and the Wiest Logging Company, a corporation of Portland, Oregon, the party of the second part, WITNESSETH:

That the party of the second part shall, subject to the conditions and provisions hereinafter mentioned, manufacture into sawlogs, all of the merchantable saw timber situated and being upon the following described tracts of land, to-wit: The North half of the North half of Section 24, the east half of the Northeast quarter and the North half of the Southeast quarter of Section 23, the North half of Section 13, the South half of the South half of Section 12, all in Township 2 North of Range 5 East of Willamette Meridian; also all the timber in said Section 12 lying North of said South half thereof on top of the hill and by the camp of the party of the First part; also upon the East half of Section 18, the North half of the North half of Section 19, of Township 2 North of Range 6 East, the Southeast quarter of Section 13, Township 2 North of Range 5 East, and the Southwest quarter of Section 7, the Southwest quarter of Northwest quarter of Section 7, the Southeast quarter of Southeast quarter of Section 7, Township 2 North of Range 6 East; also upon all of Section 14, excepting the Northwest quarter of the Northwest quarter and Southwest quarter of Southwest quarter thereof; also upon the East half of Section 11 and Section 1 of Township 2 North of Range 5 East, and West half of Northwest quarter of Section 6, and Southeast quarter of Northwest quarter of Section 6, and Northwest quarter of Southwest quarter of Section 6, of Township 2 North of Range 6 East and all the North half of Section 12, Township 2 North of Range 5 East of W.M., all being in Skamania County, Washington.

Also upon the Southwest quarter of Section 19, and the Northwest quarter of Section 30, Tp. 2 North of Range 6 West of W.M. and the East half of the Northeast quarter of Section 25, Tp. 2 North of Range 6 West of W.M. and if the party of the first part shall secure the same the West half of Section 18, Tp. 2 North of Range 6 East of W.M. and the Southwest quarter of Section 13, Tp. 2 North of Range 5 East of W.M. in said Skamania County.

And it is also understood and agreed, that said parties of the second part shall have the first opportunity of logging for the party of the first part any other timbered lands belonging to or acquired by said party of the first part in Sections 7, 8 and 17, T. 2 N. R. 6 E. W.M. in said Skamania county, upon the same terms and conditions as are set out in this Agreement if said party of the second part shall elect to do so and said party of the first part must allow said party of the second part 90 days time in which to elect to log any of said lands in said Sections 7, 8 and 17 that said party of the first part desires to have logged before making any other disposition thereof. The party of the second part shall have the right to go upon said lands and build, maintain and operate such camp buildings, roads and other structures and erections as may be necessary or convenient for the carrying on of the logging

of said timber, and do all and everything necessary or convenient for the said logging until the expiration of this contract.

Said sawlogs when so manufactured shall be delivered at rollways along the Logging Railroad of the Cape Horn Railroad Company, or such extensions or branches thereof as may be build hereunder, some of said rollways being now in use and others to be constructed by said party of the second part at its own expense, and said logs shall be loaded by said party of the second part upon the cars, and thereupon said party of the first part shall unless prevented by accident or unavoidable casualty, promptly transport said logs or cause the same to be transported at the expense of said party of the first part to navigable waters on the Columbia River and rafted ready for towing, and until said logs shall have been scaled in the raft they shall be at the risk of the party of the first part, who shall be responsible for loss or damage to the same from the time they are loaded on said cars until they are so scaled as aforesaid, but after being scaled they shall be at the risk of both parties.

Said party of the second part shall, unless prevented by weather or unavoidable conditions deliver upon cars at the rollways and said party of the first part shall receive and deliver at said rafting ground after 90 days after this Agreement goes into effect (providing sufficient transportation is provided by said party of the first part therefor) about five million feet of sawlogs per month, but said party of the second part shall not be required to log unless its proportion of the purchase price of said logs will bring to it at least Three and 50/100 Dollars per thousand feet, and said amount of \$3.50 per M. feet may be, if necessary made up by said party of the first part if it shall desire to do so, and in such case logging shall be continued so long as said party of the second part is paid said sum of \$3.50 or more for its share of said logs. Said logs when cut shall be the joint property of both parties, and the gross proceeds thereof shall belong to and be equally the property of both parties, and both shall have the right to participate in the sale thereof, and neither shall have the right to have its half of the proceeds thereof retained by the purchaser and paid to itself.

It is understood and agreed, that all of said logs shall be marketed with all reasonable dispatch. That no liens or encumbrances shall be allowed to attach thereto; and in case any such liens or encumbrances should so attach that either party may or discharge the same and deduct the amount thereof from the proceeds coming to the party responsible for such liens or encumbrances.

And in case said party of the first part shall at any time fail to pay promptly for any transportation of said logs done by parties other than itself or pay the charges on the freight in excess of two (2) Dollars a ton hereinafter specified to the parties in corporation entitled thereto then in such case the party of the second part at once and at all times when such default is made or continues may collect of the purchasers of said or any of said saw logs the entire purchase price thereof and itself pay such Railroad and transportation charges on said sawlogs and any excess if any over Two (2) Dollars on said freight, and all expenses

of such collection and payment rendering any balance to the said party of the first part. That once every month on or before the 15th day of each month a full settlement shall be made between the parties and each of said parties shall be entitled to be paid its share of the proceeds of sales of logs made during the preceding month, and settlements of all other accounts between the Companies shall also be made by the 15th of each month.

The party of the first part shall maintain and operate or employ at its own expense all necessary logging railroads, and after the logs have been loaded upon the cars shall haul or cause them to be hauled to the rafting ground and raft them at its own expense, and build, or cause to be built subject to the provisions otherwise in this contract stated, and maintain and operate or cause to be maintained and operated all necessary extensions of said logging railroad to log such of said timber as is beyond the reach of the present logging railroad, and construct, complete or cause to be constructed or completed, at its own expense, the following extensions of said logging Railroad, to-wit: It shall at or construct and operate, or cause to be constructed and operated, a branch logging railroad from a suitable point on the present road in Section 19, Tp. 2 North of Range 6 East W.M. through the East half of Section 18, to the North line thereof, in same Township and Range.

That it shall build and operate, or cause to be built and operated, a branch from main line commencing in Section 26, T. 2 N. R. 6 E. and running Northerly through Section 23, and into Section 14 within 6 months from the time this contract goes into effect, and within a year must extend or cause to be extended, said branch road through Section 14 across the Washougal River and up Dugan Creek through Section 11, also that it shall within said year build and operate, or cause to be built and operated, a branch from said last described branch commencing near the Washougal River running up the river through Sections 12 and 1 and into Section 6. And shall from time to time as may be necessary construct and operate, or cause to be constructed and operated, such other lines as may be necessary.

All other short spurs and extensions to reach other timber than that reached by existing lines, or said extensions or main lines to be constructed by the party of the first part just described shall when requested by said second party be built, or caused to be built, both parties to share the expense of grading, but in the party of the first part, at its own expense, is to supply and lay the iron and maintain and operate the same.

This contract shall continue until all the merchantable timber on said premises which it is practicable to log successfully and feasibly shall have been removed, but the party of the second part shall not be required to log any timber for which they shall not be able to realize three dollars and a half per thousand feet for their half thereof as aforesaid.

All supplies and freight except sawlogs and piling to and from the camp of said party of the second part and the Columbia River and between said Camps shall be transported, or caused to be transported, by said party of the first part at an ex-

pense to the party of the second part not exceeding two (\$2.00) Dollars per ton.

All payments heretofore made by said party of the second part to said party of the first part and particularly a certain amount aggregating about Twenty-six Thousand Dollars heretofore paid by said party of the second part for said timber shall and may be retained by said party of the first part, and upon the final completion of this Agreement shall become its property; but such provision herein made that the amounts heretofore paid to said party of the first part which aggregate the said sum of about \$26000.00 shall be and remain upon the taking effect of this contract, the property of the party of the first part shall be conditional upon the performance by said party of the first part of the covenants and agreements herein specified by it to be kept and performed; and in case said party of the first part shall substantially fail to keep or perform any of said covenants or agreements necessary for the successful performance by said party of the second part of its part of this contract, then said party of the second part may rescind this contract and recover back said sum of \$26000.00 so paid said party of the first part as aforesaid with interest at the rate of six per cent. per annum from the date or dates when the same was paid until recovered back.

IN WITNESS WHEREOF said parties have caused these presents to be executed and their corporate seal affixed by authority of their respective Boards of Directors, this 10th day of June, 1910.

WITNESSES:

Katherine O'Neil
F. D. Chamberlain
(Corporate Seal)

OREGON AND WASHINGTON TIMBER COMPANY

By J. E. Blazier
Its President,
By E. J. Blazier,
Its Secretary.

WIEST LOGGING COMPANY

By Wm. Wiest,
Its President
By Thos. N. Strong
Its Secretary.
(Corporate Seal)

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS

On this 10th day of June, 1910, before me personally appeared J. E. Blazier and E. J. Blazier known to me to be the President and Secretary of the Oregon and Washington Timber Company, and Wm. Wiest and Thos. N. Strong, known to me to be the President and Secretary of the Wiest Logging Company, the Corporations that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said respective corporations, and on oath stated that they were authorized to execute said instrument and that the seals affixed are the respective seals of said corporations as aforesaid.

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

(Notarial Seal)

F. D. Chamberlain,
Notary Public for Oregon.
Filed for record by R. E. Moody on June 10, 1910, at 4:30 P.M.
A. Fleischauer,
County Auditor.

4.60