

undersigned a Notary Public in and for said County and State personally appeared the within named F.A.Young, Eliza.Young and L.B.Young to me known to be the individuals described in and who executed the within instrument and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

Geo.W.O'Bryon, Notary Public in and for  
(Notarial Seal) the State of Washington residing at Stevenson  
Filed for record by F.S.Pratt on April 3rd 1912 at 11.30 A.M.

A.Eleischhauer

Co.Auditor

1.204

Blazier Timber Co. to Washington Northern Rd.Co.

This agreement made and entered into this 30th day of January 1911 by and between Blazier 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 "Blazier Company") and J.E.Blazier, parties 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:

Whereas Blazier timber company and said J.E.Blazier are the owners of lands in Skamania County Washington and have contracted for and are about to purchase other lands in said Skamania County Washington on which there is now standing timber and

Whereas, neither the Blazier Timber Company nor said J.E.Blazier have adequate means at present timber for transportation of said timber and desire to make and secure to be made the extension of the lines of the Railroad of said Railroad Company 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 in the State of Washington on the north bank of the Columbia River in said Skamania County Washington into and through the lands adjoining the lands of the parties of the first part but said railroad does not extend sufficiently through said lands and is not equipped to handle the business of the Blazier Timber company and J.E.Blazier, and

Whereas the Railroad company has joined with the parties of the first part in the execution of securities to raise the money necessary to provide for the extension of the lines of the railroad company or the building of lines of railroad to connect with the lines of the Railroad Company or being absolutely assured of receiving from the Blazier Company and J.E.Blazier the business herein mentioned and the payments hereinafter agreed to be made: Now, Therefore, in consideration of the premises and the mutual covenants and agreements hereinafter mentioned and set forth and in further consideration of the sum of One dollar each in hand paid by the others, the receipt of which is hereby acknowledged, the parties hereto do agree as follows:

(1) The Railroad Company agrees that it will do everything within its power to extend its lines of railroad so as to reach the lands of the Blazier company and J.E.Blazier, or to ~~###~~

assist them to procure the money for the Blazier Company to make and equip such extensions and will keep its liens of railroad already constructed in such repair and with such equipments as shall suffice for the purpose of transporting said timber to a point from which it can be marketed or sent to a market; and

(2) The railroad Company further agrees that when any cars whether owned by it or by the Blazier Company or by J.E. Blazier are loaded and offered to it at any connection with its lines, or at any point upon its lines it will transport said cars to its booming place at Cruzatt on the Columbia river and there unload said logs. If the Blazier Company or anyone for it or J.E. Blazier 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 payment hereinafter 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 neither the Blazier Timber Company nor any one for it nor J.E. Blazier shall 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.

(3) The Blazier Company and J.E. Blazier agree that they and each of them will cause to be cut and loaded upon the cars or trucks of the railroad Company from the lands mentioned above, timber in the form of commercial logs of conventional length, in such aggregate amount of feet of timber as they or either of them can arrange until all the merchantable timber on said lands is exhausted. The parties of the first part also agree to give to the railroad Company the right, at its option to haul all logs, cord wood and other forms of timber which they or either of them may take or cut from said lands, or from any lands now owned or hereafter acquired by the or either of them, accessible to said line of Railroad or its future extensions until the same are exhausted.

(4) In consideration of the above and of the aid rendered by the railroad Company as aforesaid and in further consideration of the transportation of said logs or timber to Cruzatt as here provided, the Blazier Timber Company and J.E. Blazier agree to pay the railroad Company as follows: For all cord wood hauled, the sum of \$1.00 per cord; for all logs hauled the sum of \$2.50 per 1000 ft board measure, log scale. Said logs and cord wood are to be scaled and measured either in the boom or at the terminus of the Railroad Company at Cruzatt as may be designated by the railroad Company and the charges as aforesaid for all logs or cord wood delivered each month at Cruzatt shall be paid within the first fifteen (15) 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 Blazier Timber Company or J.E. Blazier; and the basis for the measurement of logs shall be as follows: Green Logs, scaled in full without deduction; and fire killed logs or dead logs with a deduction of the sap-ring only, it being understood that all logs delivered to the railroad company by the parties of the first part 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 Blazier Company or J.E. Blazier 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.

(5) It is understood and agreed that as soon as the Blazier Timber Company shall begin to

make its regular sinking fund payments for every 1000 feet of logs cut as provided in its certain first mortgage deed or trust to the Mississippi Valley Trust Company as trustee, dated as of the 30th day of January 1911, the amount hereinabove agreed to be paid to the Railroad Company for every 1000 feet of logs hauled (but not cord wood) shall be reduced by the amount actually paid into said sinking fund for every 1000 feet of logs cut and that such reduction and the amounts herein above agreed to be paid shall continue so long as said sinking fund payments for every 1000 feet of logs cut shall be actually and regularly made as provided in said first mortgage deed of trust.

(6) The Blazier Timber Company agrees that it will build and construct at its own costs and expenses according to the location, surveys and specifications of the railroad company the necessary road bed for any spur or spurs, switches or sidetracks which it may be found necessary or desirable to construct in the removal of timber from the lands aforesaid including 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 ties and track; but the railroad company shall not be compelled to lay thereon ties and track unless it shall on its part so determine.

(7) The Railroad company agree to make the necessary surveys for a line of road to connect with its present lines of road as now operated and 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 road bed spur spurs switches or side tracks and to determine the grades therefore and prepare an and furnish the Blazier timber Company the necessary specifications for the construction of the road bed including necessary culverts bridges and trestles as herein contemplated to the end that any lines constructed by or on behalf of the Blazier timber company may properly connect with and be operated in connection with the lines of the Railroad company.

(8) The Blazier Timber Company and J.E. Blazier hereby give grant bargain sell and convey to the Railroad Company an easement or right of way over said lands for any line or lines of railroad which the railroad company may build thereon and agree that they will permit the railroad company to use and maintain any lines constructed by it so long as it may desire before and after the timber has been removed from said lands and any main lines branches extensions spurs switches or side tracks constructed on the lands of the parties of the first part and to project or extend the same as it may desire, through or across any of the lands of the parties of the first part. All easements or rights of way over lands now owned or hereafter acquired by the parties of the first part 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 terminals etc. and the parties of the first part agree that they, their 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 but this paragraph 8 of this agreement shall not apply to or affect in any manner the lines of the railroad spur or spurs switches or sidetracks constructed in full by the parties of the first part.

(9) The Blazier Company and J.E. Blazier further agree that they will not, directly or indirectly without the written consent of the railroad Company take or remove or allow to be removed or taken from any of their lands in Skamania County Washington now owned or hereinafter acquired by them or either of them and which can by the extension of the lines of the Railroad Company or the building of new lines connecting therewith be made accessible to the lines of the railroad Company any timber, cord wood 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 such timber lumber cord wood or logs is a material consideration inducing said Railroad company to co-operate with the parties of the first part in procuring the funds of new lines of railroad to connect with the lines of the Railroad Company.

(10) This contract shall inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

(11) Either party respectively to this contract shall have the right to assign his or its interest herein or its right to receive any sums of money herein mentioned to the trustee named in any mortgage executed by either the Blazier Company, the railroad company or J.E. Blazier, as collateral security for the payment of the obligations to be secured by such mortgage and in case of such assignment of this contract no cancellation change or modification shall be made therein without the written consent of said trustee.

(12) To guarantee the faithful performance of the obligations hereby undertaken and to secure the prompt payment of the various sums of money agreed to be paid to the Railroad Company parties of the first part hereby give and grant to the railroad Company a lien up on all lands and timber in Skamania County Washington now owned by them and upon any lands and timber which they may hereafter acquire and upon the logs and other products cut and to be cut thereon and stipulate that the Railroad Company shall have the rights and remedies with reference to the enforcement of the said lien which are assured by the statutes of the state 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 corporate parties have caused these presents and two other copies of like tenor and date to be executed by their respective Presidents and Vice presidents and their respective corporate seal to be hereunto attached attested by their secretaries, and J.E. Blazier has hereunto set his hand and seal the day and year first above written.

Attest: E.J. Blazier, Secretary

Blazier Timber Company. (Seal of Co.)  
by J.E. Blazier President

Attest: A.B. Veazie Secretary Pro tem

Washington Northern Railroad Company (Seal of Co.)  
by D.E. Robinson Vice President  
J.E. Blazier (Seal)

State of Oregon

County of Multnomah, ss. On this 7th day of March 1911 before me personally appeared J.E. Blazier to me known to be the President of the Blazier Timber Company the corporation which executed the within instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the 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 notarial seal the day and year first above written.

(Notarial Seal)

J.C.Veazie

My commission expires February 14th 1913

Notary Public for Oregon

State of Oregon

County of Multnomah, ss. On this 7th day of March 1911 before me personally appeared D.L. Robinson to me known to be the Vice President and presiding member of the Washington Northern Railroad Company the corporation which executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the 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 notarial seal the day and year first above written.

My commission expires February 14th 1913

J.C.Veazie, Notary Public for Ore.

State of Oregon

County of Multnomah, ss. I, J.C.Veazie a Notary Public in and for the state of Oregon residing at Portland County of Multnomah State of Oregon do hereby certify that on this seventh day of March 1911 personally appeared before me J.E.Blazier to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned. My notarial commission expires february 14th 1913

Given under my hand and official seal this 7th day of March 1911

J.C.Veazie, Notary public for state of Oregon

(Notarial Seal)

residing at Portland therein.

Filed for record by H.E.Collins on April 6th 1912 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

Tillotson et al to Page

Know all men by these presents that we R.Tillotson and A.Anderson in consideration of one dollar and other valuable considerations to us in hand paid by J.W.Page of Carson Wash have assigned and set over and by these presents do assign and set over to the said J.W.Page, all our rights and interest in the real estate contract made January 9th 1911 between A. Anderson and R.Tillotson, as parties selling and Leslie B.Aplin, as buyer of the following described premises: Beginning at a point 30 ft east and 120 ft north of the Southwest corner of the Northwest quarter of the southwest quarter of section twenty-one Township three North of Range eight East of the willamette meridian running thence east 40 rods; thence south 20 rods, thence west 40 rods, thence north 20 rods to a point of beginning, containing five acres more or less according to government survey.

And every clause article or thing therein contained and we hereby clothe the said J.W.Page his heirs or assigns with authority in his own name and for his own use to receive all