

second part who shall feed and care for animals above mentioned.

Signed and sealed this 19th day of Jan, 1909 before the following

Witnesses:

Principal:

Clarke A. La Barre

Andrew Kee

Geo. F. Breslin

M. B. Stevenson.

Filed for record by M. B. Stevenson on Febry 6th 1909 at 9.30 A.M.

A. Fleischhauer

Co. Auditor

2.60

Agreement

This Agreement between the Oregon & Washington Logging Company, a corporation of Oregon, party of the first part, and Wm. Wiest, J. B. Wiest, Cyrus Wiest, John Wiest and Francis Wiest, composing the firm of Wiest & Sons, parties of the second part,

Witnesseth: That the party of the first part for the considerations hereafter mentioned hereby bargains, sells and conveys to the parties of the second part under the terms and conditions hereafter expressed, all of the timber of every nature and description now being on the North half of the Section 24, the east half of the North east quarter and the North half of the Southeast quarter of Section 23, the North half of Section 13, and the South half of the South half of Section 12, all in Township two (2) North of Range five (5) East of the W.M. in Skamania County, Washington.

In consideration of which the parties of the second part agrees to pay to the party of the first part under the terms and conditions hereinafter mentioned, two dollars per M. for all of said timber on said premises above described and for all said timber in said section 12 lying north of said S $\frac{1}{2}$ of said S $\frac{1}{2}$ thereof on top of the hill, and by the camp of the first party they agree to pay \$1.50 per M.ft. Said payments to be made as follows, to-wit:

The Parties of the second part shall pay to the first party \$10,000.00 in cash on the signing of this agreement, the receipt whereof is hereby acknowledged and \$15,000.00 on or before ninety days from this date, with interest at the rate of 6% per annum from date, upon said \$15,000.00. In addition thereto, the parties of the second part shall pay to the party of the first part the sum of \$1.50 per M.ft on account of said purchase price on all timber removed from said premises as the same is removed until the additional sum of \$25,000.00 has been paid.

In Addition to the said \$50,000.00 so agreed to be paid the parties of the second part shall pay interest on all deferred payments at the rate of 6% per annum from date until said sum of \$50,000.00 has been paid and after the said sum of \$50,000.00 has been paid, together with the interest thereon as above provided, then the second party shall pay to the first party \$2.00 per M.ft for all the timber as the same is removed after 25 million feet shall have been taken as aforesaid, and excepting such

timber as is heretofore specified as being sold at \$1.50 per M.ft.

The Mill scale at the boom in the Columbia River shall govern as to scale, and all of such payments shall be made as the logs are scaled and sold but in no case later than 30 days after such logs are placed in the boom and shall be completed on or before five years from this date. In case all of said timber is not removed within said 5 years then and in such event the balance remaining shall be scaled and estimated in the woods and paid for at said rate upon such scaling and estimate. Said scaling and estimate of said remaining timber shall be made by two scalers or cruisers, one selected by each party, and in case said two cruisers or scalers shall be unable to agree then they shall select a third cruiser or scaler, and the scale agreed upon by any two of said scalers or cruisers shall be binding on the parties but in no case shall the Oregon & Washington Logging Company receive less than \$50,000.00 for said timber. The party of the first part hereby agree to build and equip at its own expense a spur of a logging Steam Railroad across the east end of said section 24, down and into section 13, thence west to within 1300 feet of the west line of said section 13, the route to be selected by the parties of the second part. It is further provided herein that the parties of the second part shall not be compelled to log or remove any timber with the price of logs in the boom in the Columbia River is less than \$8.00 per M.ft. The party of the first part further agrees to furnish the parties of the second part sufficient cars for the transportation of two million feet per month and to operate the same at its own expense from and after May 15th 1909 and in the event of a failure herein to so furnish and operate said cars and to complete said Railroad so as to enable the parties of the second part to haul out said timber from said premises over the line of the road now build by said party of the first part from said timber to the Columbia River, shall entitle the parties of the second part to recover from the party of the first part as liquidated damages the sum of \$25.00 per day as long as this agreement exists and such failure continues.

The party of the first part hereby agrees to haul all supplies of the parties of the second part to and from the Columbia River to and from their logging camps at the rate of \$2.00 per ton except that all machinery and other logging equipment shall be hauled at actual cost. It is further provided and agreed herein that the party of the first part shall haul said logs for the parties of the second part on the first parties railroad at its own expense from the rollways of the parties of the second part on said premises hereafter constructed along said railroad to the Columbia River and safely boom and raft the said logs in rafts, separate and apart from all other logs, in said Columbia River, for the sum of \$2.00 per M. ft, measured by the said scale above mentioned, the same to be paid when the said stumpage above mentioned is paid, and said charge of \$2.00 per M. ft for said transportation is in addition to the said purchase price for said stumpage. It being understood and agreed however, that the parties of the second part may apply so much of all the payments to be made by them to paying to the trustee or holder of the first mortgage bonds of said railroad of said party of the first part as much of said payments as may be necessary to fully comply with the terms and conditions of said first mortgage bonds, which mortgage bonds provide for partial payments thereon in proportion to the logs hauled out, and after

after said logs are hauled out, reference to which is hereby made, and any payments so applied according to the terms of said clause in said first mortgage bonds, shall be duly credited to the second parties upon their contract herein.

It is further agreed that the parties of the second part shall have free of charge the use of the camp buildings of the party of the first part and all other logging improvements now on said premises. It is further agreed that in the hauling of said logs by the party of the first part for the parties of the second part the parties of the second part shall at their own expense load all logs on cars of the first party at their rollways and that all further costs of transportation shall be at the expense of the party of the first part. In case there should be any unnecessary delay in the construction of said railroad from said timber to said Columbia River, and said construction should not be energetically carried out, then said payment of \$15,000.00 may be deferred until construction on said road is again so energetically prosecuted as to complete the same by May 15, 1909. And said parties of the second part in case said railroad is not completed and in operation by July 1st 1909, may at their option rescind this contract and demand and receive back said first payment of \$10,000.00 so paid by them as aforesaid with interest from the time of said demand. The said parties of the second part may grade, bridge and prepare the earth roadbed of such additional spurs of said logging railroad as they may need to economically log said lands at their own expense and then the said party of the first part will furnish and lay down ties and rails and complete and operate such additional spurs in the same manner as said original railroad is herein agreed to be operated. In case at any time said party of the first part should after the logging of said lands has commenced fail to operate the same or haul said logs and such failure shall without reasonable excuse continue over a period of ten days then the said parties of the second part shall be themselves entitled to operate said railroad on said spurs and on the main line to the Columbia River and to use so much of the equipment and rolling stock thereof as may be necessary in their logging operations.

It is further agreed that unless the said party of the first part build their railroad through the east half of the Northeast Quarter of Sec. 23, T. 2 N 5 E within three years from date, said first party shall deduct seven million feet from estimate of said timber. This contract shall bind the parties hereto, their successors, heirs, assigns and representatives.

In Witness Whereof they have hereunto set their hands and seals to this and a duplicate thereof at Portland, Oregon, this 30th day of November A.D. 1908

(Seal of O & W. Logging Co.)

Witnesses:

Wilfred E. Farrell

Julia Kuher Sayre

Oregon & Washington Logging Company
by E.E. Blazier, President.

Oregon & Washington Logging Company
by E.E. Blazier

Wm. Wiest (Seal)

Cyrus Wiest (Seal)

Jenn Wiest (Seal)

Francis Wiest (Seal)

J.E. Wiest (Seal), (comprising the firm of Wiest & Sons)

State of Oregon

County of Multnomah, ss. On this 30th day of November 1908 before me appeared J. E. Blazier and E.J. Blazier, both to me personally known, who being duly sworn, did say

that he the said J.E.Blazier is the President, and he, the said E.J.Blazier is the Secretary of Oregon & Washington Logging Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors and said J.E.Blazier and E.J.Blazier acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof I have hereunto set my hand and affixed my official seal this the day and year first in this certificate written.

Wilfred E. Farrell

(Notarial Seal)

Notary Public in and for said County and State

State of Oregon

County of Multnomah, ss. Be it Remembered that on this 30th day of November 1908 before me, the undersigned, a Notary Public in and for said State of Oregon, personally appeared the within named Wm. Wiest, J.B. Wiest, Cyrus Wiest, John Wiest, and Francis Wiest, comprising the firm of Wiest & Sons, to me known to be the individuals described herein and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned. Witness my hand and seal this 30th day of November 1908.

Wilfred E. Farrell

(Notarial Seal)

Notary Public for Oregon

Filed for record by Wiest & Sons on Febry 19th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Johnson to Wills.

This agreement made and entered into this 2nd day of December 1908 by and between Agnes Johnson and Jefferson Johnson, by A. Fleischhauer their attorney in fact, parties of the first part, and F.S.C. Wills, party of the second part, Witnesseth: That the said parties of the first part for and in consideration of the sum of \$505.00 to be paid as hereinafter set forth, agree to sell and convey to the said party of the second part, all the following described real estate situated in the County of Skamania State of Washington, to wit:

All of Block six in Johnson's Addition to the Town of Stevenson, as shown by the official plat of said Addition now on record and file in the office of the Auditor in and for Skamania County, Washington; excepting therefrom however Lot 10 and a strip of land of six feet wide off the south end of Lot one of said Block six heretofore deeded to F.L. Coleman; and agree to give a good and sufficient deed for said land as soon as the payments hereinafter mentioned are duly made.

The said Party of the second part agrees to pay the said sum of money as