

S.P. & N. RY. CO. TO BLAZIER LOGGING CO. & CAPE HORN R.R.CO.

THIS INDENTURE, made and entered into this 10th day of November, 1908, by and between the SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, A Corporation, the first party, and BLAZIER LOGGING COMPANY, a corporation, and CAPE HORN RAILROAD COMPANY, a corporation second parties, WITNESSETH:

That the said first party, for and in consideration of the sum of one dollar (\$1.00), to it in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements herein contained to be kept and performed by the second parties, has granted, and by these presents does grant, unto the said second parties, on the conditions and for the purposes hereinafter set forth, the right, at their sole cost and expense, to build, maintain and operate one overhead railway crossing over and across the right of way and tracks now existing or that may hereafter be built, of the said first party, at a point on the line of said Spokane, Portland and Seattle Railway Company's railway between the city of Vancouver, in the state of Washington, and the city of Pasco, in the state of Washington, which point is at station 1585+56 on the line of the Spokane, Portland and Seattle Railway Company between said city of Vancouver and said city of Pasco, as shown and delineated on the blue-print hereto annexed, marked "Exhibit 'A'", and which said crossing shall be at the angle shown on said map and in accordance with the diagram and plan shown on said map. The said blue-print map, marked "Exhibit 'A'", identified by the signatures of the engineers of the respective parties hereto, is hereby declared to be a part of this agreement.

Said crossing, and the track thereof, may be constructed by the second parties immediately upon the execution of this contract.

The foregoing grant is expressly conditioned upon the performance of all and singular of the covenants and agreements herein set forth, to be kept and performed on the part of the second parties, and a default or failure to perform any of said covenants, or a breach of any of said conditions, shall work an absolute forfeiture of said grant, and shall authorize said first party to take up and remove said crossing, and all the material and apparatus placed upon the right of way of the first party, upon thirty (30) days written notice to said second parties, that is to say:

FIRST: That the first party, notwithstanding the said grant, shall have the right to retain the tracks now owned and operated by it at the point or points of the crossing aforesaid, and said second parties agree that nothing shall be done or suffered to be done by them, or either of them, that shall in any manner materially impair the usefulness of said existing tracks of the first party, or of such track or tracks as may be hereafter constructed by said first party, as hereinafter provided for.

SECOND: IT IS UNDERSTOOD AND AGREED between the parties hereto that said

first party shall have the right at any and all times to lay down, maintain and operate over its right of way at said point such other and additional tracks as it may elect to lay down.

THIRD: Said crossing shall be constructed so as to give a free clearance between the top of the rail or rails of the track or tracks of the Spokane, Portland and Seattle Railway Company, at the grade now established for said track or tracks, to the lowest portion of the overhead structure or span of the second parties, of twenty-two (22) feet six (6) inches. It is UNDERSTOOD between the parties hereto that the right of way of the first party at said point is one hundred (100) feet wide, being fifty (50) feet in width on each side of and measured at right angles to the center line of the main track of the Spokane, Portland and Seattle Railway Company, as located and constructed at said point, and it is AGREED that the said overhead crossing shall be constructed by the second parties in such manner so as to give a horizontal clearance of ten (10) feet, measured at right angles from each side of the center line of the track of the Spokane, Portland and Seattle Railway Company; and it is AGREED that no part of the sills, bents, piers or abutments, or other structures upon which the span or any other overhead structure used in connection with said overhead crossing shall rest, shall be, and no portion thereof shall be, upon or within ten (10) feet, measured at right angles from each side of the center line of the track of the Spokane, Portland and Seattle Railway Company, and the sills, abutments, piers, bents or other structures upon which the span or any portion of the said overhead crossing shall rest, shall be so constructed that the flow of water in the ditches on each side of the track of the said Spokane, Portland and Seattle Railway Company shall in no way be obstructed; and the said second parties agree that in the event they in any manner block said drainage ditches on each side of the track of the first party, they will blast out the sides of the cut at said place so as to carry the said ditches behind or around any obstructions so constructed at said place.

FOURTH: Said crossing shall be built in a good and workmanlike manner upon plans and specifications submitted to and approved by the first party, and said crossing, when constructed, shall be satisfactory to and approved by the first party, and shall be constructed and maintained in a good and safe condition; and said second parties agree that they will from time to time, upon request of the said first party, repair or renew any part or the whole of said structure, or change the nature or the character of the said overhead structure, and the approaches thereto, at said point in such manner and in such respects as shall be required by the first party so as to insure a proper and safe crossing at said point.

IT IS FURTHER AGREED That the second parties will, in the event the first party desires to lay a double track or any number of additional tracks at the point where said overhead crossing is constructed, make any necessary changes, repairs, or renew or remove any part of the whole of said overhead crossing, without expense or charge to the first party, as shall be required by the first party and at its request. These provisions shall not, however, relieve the second parties from the duty of ins

specting and keeping said crossing in a proper and safe condition of their own accord, without request from the first party, nor place upon the first party the duty of inspecting said crossing; and if such second parties do not make all such changes, repairs and renewals when requested so to do, the first party may, if it elect, make the same, and the second parties agree that they will promptly pay to the first party the full cost thereof, with legal interest.

FIFTH: IT IS FURTHER PROVIDED that said second parties shall, at their sole cost, expense and charge, when required by law either now existing or that shall hereafter be passed, or required by the first party, construct, at a distance as required by law or by the first party, from the said point of crossing and on each side thereof, along the line of the Spokane, Portland and Seattle Railway Company, devices for warning employes and other persons on the cars of the first party of the approach to said point of crossing and of the existence of said overhead structure in order to prevent accidents to said employes or other persons; said warning apparatus to be of such character and according to the plans and specifications approved by the superintendent of the first party. Said second parties shall also maintain and keep in good repair said warning apparatus, and in the event of the failure to construct and keep in repair said warning apparatus, or in the event of the failure of the second parties to construct and maintain any other warning signals at said point, as shall be required by law now existing or that shall hereafter be passed, or by the first party, in order to warn employes of the first party and others of the location of said crossing, then the said first party may construct or may maintain the same, and the said second parties agree that they will promptly pay to the first party the full cost and expense of such installation and maintenance, with legal interest.

SIXTH: In case of failure of the said second parties to construct and maintain said overhead crossing and all structures and approaches thereto in good and safe condition, and to make all changes, renewals and repairs necessary to keep the same in safe condition, or necessary to permit the first party to lay a double track or any additional tracks at said point, then in that event the first party shall have the right to immediately remove said structure and the whole thereof from its right of way, and the said second parties shall have no claim of any kind or cause of action against the first party by reason of such removal.

Said second parties hereby assume all responsibility for accident, or injury, or damage, occasioned in the installation and construction of said crossing, to all persons whomsoever, whether the same be passengers, officers, agents or employes of the first party, or other persons, and also all injury to the property of the first party or that of other persons, whether the same be passengers, officers, agents, or employes of the first party, or to adjoining property owners, or any other persons whomsoever, and the said second parties hereby agree to indemnify and save harmless the first party of and from any and all claim, or cause or right of action or expense of any nature, arising from the construction and

installation of said crossing, or the failure of the second parties to keep and maintain said crossing in good and safe condition, or the failure to construct the warning signals as herein provided, or negligence of said second parties in any respect with reference to said crossing, either in the operation of its road over the same or otherwise.

SEVENTH: If, aside from the rights and authority herein expressly reserved to said parties, any question shall at any time arise touching the construction of this indenture or contract, or any part thereof, or touching any matter in the premises upon which the parties hereto do not agree, then the same shall be stated in writing by the party aggrieved, and shall be submitted to the arbitration of three disinterested and competent persons, familiar with the business and experienced in railroad affairs, who shall be jointly selected by the parties hereto, and ⁱⁿ the case the parties hereto fail to jointly select such arbitrators within twenty days after written request for such arbitration, then said arbitrators may, upon application by either party after twenty days' written notice thereto to the other party, be appointed by any judge of any state or United States court of record, having jurisdiction within the state or federal judicial district in which the crossing in question is located, and it is mutually agreed that the written awards or decisions made from time to time by such arbitrators, or a majority of them after due and reasonable notice to and full hearing of all parties and their interests, shall have all legal effect of a finding or decision judicially made or determined upon legal proceedings had in court of competent jurisdiction so far as the same is legally possible.

The said arbitrators shall, as soon as possible after their selection, meet at some place convenient for the parties hereto, and after giving each party reasonable notice of the time and place of such meeting, and after hearing the parties in regard to the matter in dispute, and taking such other testimony and making such other examinations and investigations as justice shall require and such arbitrators may deem necessary, shall hear and decide all questions submitted to them. They shall make in writing their award and decision upon the question or questions submitted to them, and shall serve a copy thereof upon each of the parties hereto, and the award and decision of said arbitrators, or a majority of them, shall be final and binding upon such parties so far as is legally possible; and each and either party shall immediately conform to and in all respects render prompt and full compliance with such award or decision, and shall make such change in the management and conduct of its business and make such payments or restitution as in and by such award or decision are required to be made.

IT IS FURTHER AGREED that if any notice is required or papers are required to be served upon either of the parties hereto, by the other party, pursuant to any of the terms of this contract, then and in such case the giving of such notice to or service of such papers upon, the president, general manager, or superintendent of either of the parties hereto shall be deemed a sufficient notice to or service upon such parties.

The grants, covenants and stipulations herebefore shall extend to and be binding upon the respective successors and assigns of the parties hereto, whether so herein expressed or not, and no provision herein that the first party may perform any act provided herein to be performed by the second parties shall be construed to be a waiver of the right

of the first party to declare a forfeiture of this instrument and breach thereof by the second parties.

IN WITNESS WHEREOF the said parties have caused these presents to be executed in triplicate originals, by their respective officers, thereunto duly authorized, the day and year first in this instrument above written.

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

Attest:
F.A. Peil,
Assistant Secretary.

By Francis B. Clarke
President.

BLAZIER LOGGING COMPANY

By J.E. Blazier
Pres.

(CORPORATE SEAL OF B.L.CO.)

ATTEST:
E.J. Blazier,
Secretary.

CAPE HORN RAILROAD COMPANY

By J.E. Blazier
Pres.

(CORPORATE SEAL OF B.L.CO.)

Attest:
E.J. Blazier
Secretary.

Filed for record by J.E. Blazier on June 11th 1909 at 1.15 P.M.

A. Fleischhauer
Co. Auditor

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Approved July 7-09
John Skawn

Van Wessenhoe to Friedrich

This Indenture Made this first day of May 1907 and between Mrs. Ramsey Van Wessenhoe of Hubbard Oregon and Mrs. Mary Friedrich of Portland, Ore. Witnesseth that in consideration of the covenants herein contained on the part of the said Mrs. Mary Friedrich to be kept and performed as the said Mrs. Ramsey Van Wessenhoe does hereby lease, demise and let unto the said Mrs. Mary Friedrich the following described premises, to-wit:

Two quarter section land lying one mile west of Underwood, known as the Ramsey place in Sec. ----- Twp. ----- R. ----- Lots 1 & 2 Sec. 21 Township 3; together with all the rights privileges and appurtenances belonging thereto; it being mutually agreed that the said Mrs. Ramsey Van Wessenhoe shall have the privilege of selling any of the rocky land for Railroad purposes, also to cut timber and have use of chute.

To have and to hold to the lessee for the term of four years from the first day of May 1907, the said lessee therefore paying the total rent of One hundred and eighty