

Oregon Washington Logging Co. to Wiest Logging Co.

This agreement made and entered into by and between the Oregon & 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 whereas heretofore on the 20th and 21st day of May 1909 an agreement was entered into between the said parties as parties of the first and third part respectively, and Wiest and sons parties of the second part which is recorded on page 62 & 67 of records of leases and agreements of Skamania Co. Wash. and whereas since said time the interests of said Wiest and Sons have merged in the party of the second part herein and whereas certain conditions have arisen which render it advisable to make a new contract between the parties hereto as to the subject matter of said contract of May 21st 1909: Now therefore it is understood and agreed by and between the parties hereto:

First: That except as hereinafter provided, said first contract is hereby cancelled and annulled and all payment heretofore made thereunder to the first parties herein shall be retained by it and said second parties shall not be required to pay further sums by reason of said first contract.

Second: That the said party of the second part shall, subject to the conditions and provisions hereinafter mentioned, manufacture into saw logs all of the merchantable saw timber situated and being upon the following described lands 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 five 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 Sec. 18, the north half of the north half of section 19 of Township 2 North of Range 6 East, the southeast quarter of sect. 13, Township 2 North of range 5 East, and the southwest quarter of Section 7 the southwest quarter of the Northwest quarter of section 7 the southeast quarter of southeast quarter of section 7 township 2 North of Range 6 East, also all of the section 14 excepting to 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 the west half of the 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 of the north half of section 12 township 2 north of Range 5 East of W.M., all being in Skamania Co. Wash.

Also upon the southwest quarter of section 19 and the northwest quarter of section 20 Tp. 2 North of Range 6 E.W.M. and the east half of Northeast quarter of section 25 Tp. 2 north of Range 5 East 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 northwest quarter of Section 13 Tp. 2 N.R. 5 East W.M. and any other timber available in the vicinity which may hereafter be agreed upon by and between the parties hereto.

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 every thing necessary or convenient for the said logging until the expiration of this contract. Said logs when so manufactured shall be delivered at rollways along said logging railroad, said rollways built or to be built by said second party and said logs shall be loaded by it upon the cars, and said first party shall transport said logs to rafting grounds and raft the same 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 during the said period, but after being scaled as aforesaid they shall be at the risk of both parties. Said second party shall unless prevented by weather or other unavoidable conditions deliver upon cars at rollways and said first party receive and deliver at rafting grounds, providing suitable and sufficient equipment therefor, three million feet per month, but shall not be required to log when the marked price of said logs shall be below seven dollars per thousand feet or to log timber which will not sell for as much as seven dollars per thousand feet. Said logs shall be the joint property of both parties and the gross receipts thereof shall belong to and be equally the property of both parties, and both shall have the right to ~~participate~~ participate in the sale thereof and either 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 lien or encumbrances should so attach that either party may pay or discharge the same and deduct the amount therefor from the proceeds coming to the party responsible for such lien or encumbrances. 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 party shall be entitled to be paid its share of the proceeds of sales of logs made during the preceding month. The party of the first part shall maintain and operate all necessary logging roads, railroads and after the logs have been loaded upon the cars shall haul them to the rafting ground and raft them at its own expense, and build, subject to the provisions otherwise in this contract stated, and maintain and operate all necessary extensions of said railroad to log such of said timber as is beyond the reach of the present railroad, and complete at its own expense with reasonable speed the following extensions, to-wit: 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. To extend the present line in Sec 13 Tp. 2 N.R. 5 East W.M. northerly into section 12 same Tp and range, far enough to enable a switchback to be built into the lower part of said section 13 and thence into and through section 14 and 23 Tp. 2 North of Range 6 East W.M. and build said switchback so as to enable the second party to successfully and practically log the timber in said sections; to extend said line northerly through section 1 Tp. 2 N.R. 5 East and thence back through section 11 Tp. 2 N.R. 6 E.W.M. so as to log the timber in said section feasible and successfully; and if said timber cannot be reached so as to be successfully and feasibly logged, then the first party shall build an extension of its railroad from a point in Sec. 26 Tp. 2 N.R. 6 E.W.M. northerly through sections 23 and 14 Tp. 2 N.R. 6 E.W.M. and sections 13 and 12 Tp. 2 N.R. 5 East W.M. so as to enable the timber therein to be successfully logged. If it should not see fit to build a spur to said section 23, 14 and 11

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as above described, then it shall have the privilege of substituting an equal amount of timber elsewhere along said railroad, but such substituted timber must be acceptable to said second party. All other spurs and extensions to reach other timber than that reached by existing lines or said extensions just described shall when requested by said party of second part be build, both parties to share the expense of grading, first party to supply and lay the iron and maintain and operate the same. This contract shall continue until all the merchantable timber which is practicable to log successfully and feasible shall have been removed, but the said second party shall not be required to log any timber for which they shall not be able to realize three dollars and a half per thousand for their half thereof.

provision heretofore made that the amounts heretofore paid to said first party which aggregate the sum of \$26000.00 shall be and remain upon the taking effect of this contract the property of the first party shall be conditional upon the performance by said first party of the covenants and agreements herein specified by it to be kept and performed, and in case said first party shall substantially fail to keep or perform any of said covenants or agreements necessary for the successful performance by said second party of its part of the contract, then said second party may rescind said contract and recover back said sum of \$26000.00 and said said first party as aforesaid.

In Witness Whereof said parties have caused these presents to be executed and their corporate seal affixed by authority of their respective Board of Directors, this 25th day of Februry. 1910

Witnesses:

Francis Wiest
F.D. Chamberlain

Oregon and Washington Logging Company
J. E. Blazier, President (Seal of Co.)
Wiest Logging Company (Seal of Co.)
Wm. Wiest, its President
Thos N. Strong, its secretary

State of Oregon

County of Multnomah/ss. On this 25th day of february. 1910 before me personally appeared J. E. Blazier known to me to be the President of Oregon and Washington Logging Co. and Wm. Wiest and Thos N. Strong, known to me to be the President and Secretary of 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 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 T.N. Strong on february 28th 1910 at 8.15 A.M.

A. Fleischhauser
Co. Auditor

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