

THIS AGREEMENT made and executed this the 5th day of December A. D. 1912, by and between the OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, a corporation organized under the laws of the State of Oregon, hereinafter called the "Oregon Company", party of the first part, and the CHICAGO, MILWAUKEE & PORT SOUND RAILWAY COMPANY, a corporation organized under the laws of the State of Washington, hereinafter called the "Milwaukee Company", party of the second part,

**WITNESSETH: That**

WHEREAS, the parties hereto are the joint owners of a certain main line of railroad, extending from a point known as Helsing Junction in Thurston County, State of Washington, to the City of Aberdeen, in the State of Washington; and

WHEREAS, the parties hereto have agreed to construct a branch line of railroad to be owned and maintained as a joint road, from a point of connection with said main line at or near South Montesano to the City of Montesano, said branch line being more particularly described as follows:

Beginning at a point in Section Eighteen (18), Township Seventeen (17) North, Range Seven (7) West, N. M., Chehalis County, Washington, on the center line of the main track of the Oregon-Washington Railroad & Navigation Company, as the same is constructed across Section 18, Township 17 North, Range 7 West, N. M., thence along a  $6^{\circ}05'$  curve to the right, through an angle of  $5^{\circ}44'$  a distance of ninety-four and twenty-four hundredths (94.24) feet; thence south  $88^{\circ}30'$  west a distance of fifty-one and one tenth (51.1) feet; thence along a  $6^{\circ}05'$  curve to the right through an angle of  $6^{\circ}00'$  a distance of ninety-eight and sixty-three hundredths (98.63) feet; thence south  $64^{\circ}30'$  west a distance of seventy-one and eighty-five hundredths (71.85) feet; thence along a  $6^{\circ}05'$  curve to the left through an angle of  $11^{\circ}44'$  a distance of one hundred ninety-two and seventy-one hundredths (192.71) feet; thence south  $52^{\circ}46'$  west a distance of one hundred thirty and ninety-seven hundredths (130.97) feet; thence along a taper curve to the right through an angle of  $5^{\circ}37\frac{1}{2}'$  a distance of seventy-five (75) feet; thence along a  $15^{\circ}$  curve to the right through an angle of  $102^{\circ}46'30"$  a distance of six hundred eighty-five and sixteen hundredths (685.16) feet; thence along a  $7^{\circ}31'$  curve to the right through an angle of  $6^{\circ}22'$  a distance of eighty-four and seventy hundredths (84.70) feet; thence north  $12^{\circ}28'$  west parallel to and distant three hundred sixty-five (365) feet westerly measured at right angles to the center line of the County Bridge as the same is now constructed across Chehalis River, a distance of eight hundred fifty-three and three hundredths (853.03) feet, said course intersecting the center line of "X" Street at a point distant forty and ninety-three hundredths (40.93) feet southeasterly from the intersection of said center line with the southeasterly line of Second Street; thence along a taper curve to the right through an angle of  $4^{\circ}30'$  a distance of one hundred fifty (150) feet; thence along a  $6^{\circ}$  curve to the right through an angle of  $32^{\circ}06'$  a distance of five hundred thirty-five (535) feet; thence along a taper curve to the right through an angle of  $4^{\circ}30'$  a distance of one hundred fifty (150) feet; thence north  $88^{\circ}38'$  east a distance of five hundred ninety-six (596) feet, more or less, to a point on the north line of Section 18, Township 17 North, Range 7 West, N.M. a distant six hundred sixty-nine and sixty-three hundredths (669.63) feet east of the quarter corner on said Section line; thence continuing north  $28^{\circ}38'$  east a distance of seven hundred ninety-one and five hundredths (791.05) feet; thence along a taper curve to the left through an angle of  $2^{\circ}06'$  a distance of two hundred ten (210) feet; thence along a  $2^{\circ}$  curve to the left a distance of twelve hundred twenty-seven and fifty hundredths (1227.50) feet; thence along a taper curve to the left through an angle of  $2^{\circ}06'$  a distance of two hundred ten (210) feet; thence North  $0^{\circ}07'$  west parallel to and distant seven and five (7.5) tenths feet west of Main Street in Montesano, a distance of two thousand three hundred thirty-six and seventy-one hundredths (2336.71) feet to a point on the southerly right of way of the Northern Pacific Railway, also the following described center line:

Beginning at a point on the last above mentioned course; thence along a taper curve to the left through an angle of  $5^{\circ}37\frac{1}{2}'$  a distance of seventy-five (75) feet; thence along a  $15^{\circ}$  curve to the left through

an angle of 31° 15' a distance of three hundred forty-one and sixty-seven hundredths (341.67) feet; thence along a taper curve to the left through an angle of 5° 37½' a distance of seventy-five (75) feet; thence north 62° 37' west a distance of one hundred (100) feet; thence along a taper curve to the left through an angle of 5° 37½' a distance of seventy-five (75) feet; thence along a 15° curve to the left through an angle of 35° 08' a distance of two hundred thirty-four and two hundredths (234.22) feet; thence along a taper curve to the left through an angle of 5° 37½' a distance of seventy-five (75) feet; thence south 71° 00' west along a line parallel to and distant seven and five tenths (7.5) feet southerly measured at right angles to the Northern Pacific Railway southerly Right of Way line a distance of two hundred fifty-two and one tenth (252.1) feet, more or less to the westerly line of A. F. Devonshire's property, also the following described center line:

Beginning at a point on the center line of the main track of the Oregon-Washington Railroad & Navigation Company, as the same is now constructed across Section 18, Township 18 North, Range 7 West, W.M., thence along a 7° 31' curve to the left through an angle of 6° 22' a distance of eighty-four and seven tenths (84.7) feet; thence along a 10° curve to the left through an angle of 54° 22' a distance of five hundred forty-three and sixty-seven (543.67) hundredths feet; thence along a taper curve to the left through an angle of 4° 30' a distance of ninety (90) feet; thence north 12° 28' west parallel to and distant three hundred sixty-five (365) feet west of and measured at right angles to the center line of the Chehalis River Bridge, as the same is now constructed, a distance of thirty-three and seventy-one hundredths (33.71) feet to a point on the Northeastery line of Block Thirty-one (31) of I. L. Scamson's Plat of the town of Montesano, distant ninety-two and ninety-five hundredths (92.95) feet more or less northwesterly from the easterly corner of said block thirty-one (31), thence continuing north 12° 28' west a distance of two hundred sixty and twenty-five hundredths (260.25) feet to a point on first above described center line.

The said branch line from its point of connection with said main line to its terminus in the City of Montesano, is shown upon a plat hereto attached and marked "Exhibit A", as a part of this agreement, and identified by the signature of the Chief Engineers of the parties hereto. The right of way, station and terminal grounds, together with the tracks, improvements and facilities hereafter to be constructed thereon, are hereinafter called the "Branch Line".

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows, to-wit:

ARTICLE I.

Section 1. The Oregon Company agrees to acquire the necessary right of way and the necessary station and terminal grounds for said branch line in its own name as expeditiously as may be, and to thereupon convey to said Milwaukee Company an undivided one-half interest therein. And the said Milwaukee Company agrees to pay to the said Oregon Company one-half of the entire cost of said property and a proportionate share of any other expenses of the Oregon Company applicable thereto, as ascertained by agreement between the parties hereto.

Section 2. The Oregon Company agrees to construct a first main track upon said branch line between the point of connection with said main line and the terminus in said City of Montesano, and also to construct all necessary side-tracks, passing tracks, crossovers, connections, and other tracks, turntables, stations, and all other buildings and structures, and provide telegraph and telephone lines necessary or convenient for the maintenance and operation of said branch line. The cost and expense of the construction and completion of all such tracks, buildings, structures and lines, shall in the first instance be paid by the Oregon Company, and the Milwaukee Company agrees to pay to the Oregon Company one-half of the entire cost and expense thereof.

Section 3. The Oregon Company shall make and render to the Milwaukee Company monthly statements, showing the entire cost and expense incurred as aforesaid, and the Milwaukee Company shall pay one-

half thereof to the Oregon Company within thirty (30) days after such statements shall have been rendered; - it being the intent of this agreement that the Milwaukee Company shall have paid to the Oregon Company, either at the date of the execution and delivery of said conveyance, or prior thereto, one-half of the cost and expense paid to said date by the Oregon Company for said branch line and a proportionate share of any other expenses of the Oregon Company applicable thereto, as ascertained by agreement between the parties hereto. And that the Milwaukee Company shall thereafter pay one-half of all the additional cost and expense of the construction and completion of said branch line. All of the items in this Article I mentioned shall bear interest at the rate of four and one-half per cent (4½) per annum from the date of the expenditures until duly paid.

ARTICLE II.

Section 1. The parties hereto are to be the joint and equal owners of said branch line and have the right equally to enter upon and to perpetually use and occupy the same, and all improvements, betterments and additions thereto, for the operation respectively of their engines, cars and trains, and to do and transact thereon and thereover, all such business as is usually carried on by railroad companies, including express, telegraph and telephone business, subject only to the terms and conditions hereafter contained.

Section 2. Unless compelled by law to do so, neither party will carry on its trains, engines, or cars upon the branch line any passenger holding and presenting ticket for passage issued by the other Company. In case the Companies are required by law to carry passengers holding and presenting tickets for passage issued by the other Company, then and in that event the Company issuing such tickets shall pay to the other fifty per cent (50%) of the revenue accruing from the sale of such tickets over the branch line.

ARTICLE III.

Section 1. The Grays Harbor and Puget Sound Railway Company and the said Milwaukee Company entered into a certain agreement in writing dated January 1, 1909, regulating their joint use of said main line from Walking Junction to the City of Hoquiam, and their rights, obligations and liabilities as between themselves with respect thereto, and the said Oregon Company has succeeded to all of the rights and interests, and has assumed all of the obligations and liabilities of said Grays Harbor and Puget Sound Railway Company in said main line and under said agreement.

The covenants and agreements, terms, provisions and conditions contained in Articles numbered III, IV, V, VI, VII, VIII, IX and X of said agreement of January 1, A. D. 1909, regulating the use of said main line and the rights, privileges, obligations and liabilities of the parties as between themselves with respect thereto, are hereby adopted as the covenants, agreements, terms, provisions and conditions of this agreement with respect to the joint use of said branch line, - the covenants, agreements, rights, privileges, obligations and liabilities expressed in said agreement of January 1, 1909, upon the part of the said Grays Harbor and Puget Sound Railway Company to be kept, performed and enjoyed, shall be the covenants, and agreements, rights, privileges, obligations and liabilities of said Oregon Company hereunder with respect to said branch line, and the covenants, agreements, rights, privileges, obligations and liabilities as recited in said former agreement upon the part of the Milwaukee Company to be kept, performed and enjoyed, shall be the covenants and agreements, rights, privileges, obligations and liabilities of said Milwaukee Company hereunder with respect to said branch line.

IN WITNESS WHEREOF, each party hereto has caused this instrument to be executed in duplicate originals by its proper officers, and its corporate seal to be hereunto affixed, the day and year first above written.

Attest: A. C. Spencer, Assistant Secretary. By J. D. Farrell, President.

OREGON-CASCADE RAILROAD & NAVIGATION COMPANY,

Attest: A. W. Barkley, Assistant Secretary. By H. B. Williams, President.

CHICAGO, MILWAUKEE & Puget SOUND RAILWAY COMPANY,