

This Agreement made this ^{21st} day of May, A. D. 1906, between the COLUMBIA & PUGET SOUND RAILROAD COMPANY, a corporation created and existing under the laws of the State of Washington, (hereinafter called "Columbia Company") party of the first part, and the CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY OF WASHINGTON, a corporation created and existing under the laws of the State of Washington (hereinafter called "St. Paul Company"), party of the second part;

WITNESSETH; the parties hereto agree as follows:

Parties.

1. In this agreement wherever the name "Columbia Company" is used, it shall include the Columbia & Puget Sound Railroad Company, its successors and assigns, and wherever the name "St. Paul Company" is used, it shall include the Chicago, Milwaukee & St. Paul Railway Company of Washington, and its successors.

Description of railway.

2. The Columbia Company is the owner of the right of way and railroad hereinafter mentioned, and the St. Paul Company desires to obtain running rights for its locomotives, cars and trains over the same from the south end of the tangent in Maple Valley Yard, in the southeast quarter of the northeast quarter of section nine (9), township twenty-two (22) north, range six (6) east of the Willamette Meridian, to the north end of Island Number one (1), in section eighteen (18), township twenty-four (24) north, range four (4) east of the Willamette Meridian, in King County, State of Washington, for the term of ninety-nine (99) years from July 1st, 1907. The Columbia Company is willing to and does hereby grant to the St. Paul Company, full running rights for all of its locomotives, trains and cars between said termini for said term, for the compensation and upon all the terms and conditions hereinafter mentioned, so long as the St. Paul Company shall faithfully keep and perform its promises and covenants hereinafter set forth.

Term.

Rights granted.

3. The St. Paul Company agrees to pay said compensation during said entire term punctually to the Columbia Company and to faithfully keep and perform all of the promises, covenants and conditions to be by it kept and performed.

Valuation.

4. The value at present of that portion of the right of way and railroad of the Columbia Company, over which the St. Paul Company is herein granted running rights for the term above mentioned, shall, for the purposes of this agreement, be considered eight hundred and fifty thousand dollars (\$850,000.00). The Columbia Company agrees to expend in improving such right of way and railroad, approximately the sum of one hundred and ten thousand dollars (\$110,000.00) or such sum as may be necessary to bring said railroad up to the standard of the railroad of the St. Paul Company to be connected therewith, on or before the 30th day of September,

Improvements.

A. D. 1907, the character of such improvements to be agreed upon between the parties hereto, and the cost thereof, when completed, added to the said present agreed value.

The St. Paul Company will pay to the Columbia Company two and one-half per cent upon the said present agreed value from July 1st, 1907, the beginning of said term, and two and one-half per cent upon all sums expended for such improvements, from the times such expenditures are made until the date on which the improvements are completed, and the cost thereof added to the said present agreed value; thereafter the St. Paul Company shall pay compensation at the rate of two and one-half per cent per annum upon the sum of the said present agreed value and the cost of said improvements added. Such compensation shall be paid monthly, beginning on the 1st day of August, 1907. In addition to paying said compensation at the rate of two and one-half per cent annually, the St. Paul Company is to pay to the Columbia Company from time to time, as requested by the Columbia Company, one-half of all taxes and assessments, levied under any authority upon such portion of such right of way and railroad, which the Columbia Company may pay during said term of ninety-nine (99) years. Such payments by the St. Paul Company shall be made to the Columbia Company within 20 days after request by the Columbia Company on the St. Paul Company for such payments.

Compensation.

Taxes and assessments.

No compensation for certain facilities.

5. The St. Paul Company shall not be required to pay hereunder any additional compensation on account of the rebuilding or replacing of any tracks, buildings, structures or appliances now existing, so long as the same are used exclusively by the Columbia Company and not, in any way, in connection with the operation of the trains of the St. Paul Company, or for the handling of its business. Nor shall the St. Paul Company be required to pay hereunder any additional compensation for any tracks, buildings, structures or appliances which may hereafter be constructed for the sole use of the Columbia Company.

Operating expenses defined.

6. The term "operating expenses" shall not include taxes, but shall include insurance and the cost of maintaining the property, the use of which is herein granted; it shall also include the compensation of such officers and employes as may be necessary to enable both the parties hereto to use the property, the use of which is herein granted, and also all other expenses necessary to such use, but shall not include the compensation of any employe or any expense not connected with such use, but employed or incurred solely for the benefit of the Columbia Company. The following offices in the Columbia Company exist in The Pacific Coast Company, to-wit: General Manager, General Auditor, Chief Engineer and Purchasing Agent, and the compensation paid to the persons filling such offices is distributed between the Columbia Company and The Pacific Coast Company, so that the Columbia Company pays fourteen per cent of such compensa-

Salaries and wages.

tion. The following employes are employed jointly by the Columbia Company and The Pacific Coast Company, to wit: General office clerks, including Land and Tax Agent, Cashier and Special Agent, and the compensation of such clerks is distributed between the Columbia Company and The Pacific Coast Company, so that the Columbia Company pays nineteen per cent of such compensation. The proportion of such percentages chargeable to the property, the use of which is herein granted, shall be determined by computing the proportion which the track, the use of which is herein granted, bears to the total main line mileage of the Columbia Company.

Operating expenses shall in the first instance be paid by the Columbia Company, and adjusted between and paid by the parties hereto in the following manner: The proportion which the St. Paul Company shall pay shall be determined by dividing the gross amount of operating expenses paid in each month by the number of wheels per mile operated during that month by both companies between said termini, and multiplying this quotient by the number of wheels per mile operated by the St. Paul Company between such termini during the same month. Operating expenses shall be settled monthly within 20 days after presentation of bill therefor to the St. Paul Company, and payments on account of operating expenses shall be in addition to all other payments hereby required to be made by the St. Paul Company. In case the Columbia Company permits any company other than the St. Paul Company to acquire running rights over said portion of said right of way and railroad, then the payments to be made by the St. Paul Company shall be readjusted, as hereinafter provided.

7. The Columbia Company reserves the right to grant to any company or companies, beside the St. Paul Company, running rights over said right of way and railroad, and any portion thereof, and such other rights as it may see fit to grant, upon such terms and for such compensation as it may see fit, with the right to retain all such compensation for its own use and benefit, without accountability therefor to any person or corporation whomsoever, provided, however, that such rights shall not be granted to an extent sufficient to interfere with the reasonable use of said right of way and railroad by the St. Paul Company for the operation of its locomotives, cars and trains.

This paragraph shall never be construed so as to nullify or impair any provision of any other paragraph of this contract, but shall be construed so as to harmonize therewith; and especially with the eighteenth paragraph hereof.

8. The Columbia Company reserves the right to fully control the maintenance and operation of said right of way and railroad to the same extent as though this agreement was not made, except where such right is specifically and expressly surrendered in this agreement. The Columbia Company will at all stations on the railroad, the use of which is herein granted, employ all necessary agents and servants and will require

Proportion based on mileage.

Wheelage basis for operating expenses.

When payable.

When readjusted.

Grants to other companies.

Columbia Company to control maintenance and operation.

them to give the same care and attention to the business and telegraph service of the St. Paul Company as to its own business. The compensation of all such agents and servants shall be an operating expense.

Schedules.

Schedules for the operation of the railroad shall be prepared and put in force by the officials of the Columbia Company. Such schedules shall, as nearly as may be practicable, accord equality of right, privilege and advantage to trains of the same class operated by each party hereto, and to trains of a superior class operated by either party a preference over trains of an inferior class operated by the other party. The Columbia Company shall make all proper rules and regulations for the operation of the railroad, the use of which is herein granted, which rules and regulations shall apply to all engines and trains which may be moved over said railroad. All trains shall be moved under and in accordance with the orders of officials of the Columbia Company, who shall, as nearly as may be practicable, accord equality of right, privilege and advantage to all trains of the same class. After a schedule has been put in force, any change made therein, which is not made for the benefit of both parties, shall be an expense solely of the party procuring such change to be made, and such party shall pay the entire cost of making such change.

Rules and regulations.

Employing and discharging men.

All officers and employes necessary for the maintenance and operation of said right of way, and railroad, shall be employed and discharged by the Columbia Company, and the St. Paul Company shall have no right to interfere directly with such employes. If the St. Paul Company shall have any complaint against any such employe, its complaint shall be made to the Columbia Company and the Columbia Company shall investigate such complaint and determine its truth, and if such complaint be ground for dismissal and be well founded in fact, the employe complained of shall be disciplined or discharged. Employes of the St. Paul Company, when on duty between the termini above mentioned, shall conform to all of the rules and regulations of the Columbia Company, and in case at any time they violate any rule or regulation of the Columbia Company, or any order given by an officer of the Columbia Company, the Columbia Company may make complaint against such employe to the St. Paul Company, and the St. Paul Company shall not permit such employe to work between the termini above mentioned until the Columbia Company shall have first consented thereto.

St. Paul employes to conform to rules, etc., of Columbia Company.

Degree of care in maintenance, etc.

7

9. The Columbia Company shall use reasonable care, skill and diligence in maintaining and repairing the roadway, tracks, structures and appliances of and pertaining to the railroad, the use of which is herein granted. Except engine men and train men, all employes of the Columbia Company in any wise engaged in maintaining, repairing or operating the portion of railroad, the use whereof is herein granted, shall, as between the parties hereto, be deemed joint employes of both parties. Engine men and train men of any

Joint employes.

Defects in railroad, etc

Notice.

Assumption of risks.

Indemnities.

Negligence of sole employees.

Collisions.

work train engaged in maintaining or repairing said line shall likewise be deemed joint employees. The St. Paul Company shall not, by reason of any defect in any such roadway, tracks, structures or appliances, or by reason of the failure or neglect of the Columbia Company to repair such defect, have or make against the Columbia Company any claim or demand for any loss, damage or injury whatsoever arising from such defect, neglect or failure; but in case the Columbia Company shall fail to repair any such defect as aforesaid within a reasonable time after the St. Paul Company shall have given to the Columbia Company written notice specifying the defect and requesting that it be repaired, then the St. Paul Company shall have the right to make the necessary repairs at once, and the Columbia Company shall and will pay its proportion of the cost thereof on the same basis as if it had repaired such defect and called on the St. Paul Company for its pro rata share of such cost.

The St. Paul Company hereby assumes all risks of all loss, damage or injury which shall in any manner occur in or upon any track, building or premises, the use whereof is herein granted, or elsewhere, whether to property of the St. Paul Company or to property in its custody, or to its passengers, or to its employes, or which third persons or the property of third persons shall suffer, by reason of the movement of any engine, car or train of the St. Paul Company, in all respects as if the St. Paul Company had then been in the exclusive use and control of such track, building, premises or other place; excepting only such loss, damage or injury as shall be caused by the negligence of persons who, as between the parties hereto, are, under this agreement, employes solely of the Columbia Company; and, excepting only as aforesaid, the St. Paul Company hereby agrees to save the Columbia Company harmless from all such loss, damage or injury, from all liability and claim therefor, and from all consequent costs and expenses.

Each party hereto hereby agrees to save the other party hereto harmless from all loss, damage and injury caused by the negligence of its own sole employes, and from all liability and claim therefor, and from all consequent costs and expenses.

The parties hereto expressly covenant and agree that in case of a collision between their respective engines, cars or trains while on any of the premises aforesaid, the party whose employes are alone in fault shall be solely responsible for and settle and pay for the entire loss and damage caused thereby, and shall so save the other party harmless therefrom; and in case any such collision is caused by the fault of employes of both parties, or by the fault of any joint employe or employes, or in case the cause of the collision is so concealed that it

cannot be determined whose employe or employes were at fault, each party shall bear and pay all the loss, damage and injury which its own property or property in its custody or its employes or passengers may have suffered in consequence thereof.

Risks of damage
on premises.

8

10. The St. Paul Company also assumes all risks of loss, damage or injury which shall in any manner occur in or upon the right of way, tracks, buildings or premises, the use whereof is herein granted, whether to the property of the St. Paul Company or to property in its custody or to its passengers or to its employes, by reason of any defect in the said right of way, tracks, buildings or premises, and it agrees to save the Columbia Company harmless from all such loss, damage or injury, and from all liability and claim therefor, and from all consequent costs and expenses.

Proportion of loss
and damage.

9

11. The St. Paul Company assumes its proportion of all loss, damage or injury which shall occur in or upon the right of way, tracks, buildings or premises, the use whereof is herein granted, to third persons and to the property of third persons not under the control of either party hereto, which loss, damage or injury shall be caused by defect in such right of way, tracks, buildings or premises, but not by the operation of the Columbia Company's cars, engines or trains; which proportion shall be ascertained on the wheelage basis hereinbefore provided.

Contribution.

10

12. If only one party hereto shall be held liable in a suit by a third party on a state of facts where both parties hereto are liable hereunder, the one against whom such recovery is had may require contribution from the other on said wheelage basis, provided it gave to the other due notice of such suit and an opportunity to defend the same.

Definitions.

13. Wherever the expression "right of way" or "railroad," the use of which is herein granted, is used in this agreement, it includes between the termini above mentioned every portion of said railroad, all buildings and structures between said termini used in connection with said railroad, all existing railroad tracks, spur, mine and industry tracks, and all adjacent lands and appurtenant properties of the Columbia Company between said termini, which adjacent lands and appurtenant properties are used in connection with said portion of said railroad, and all improvements and betterments thereof and additions thereto, also the right to connect the track or tracks of the St. Paul Company with the main track of the Columbia Company, the use whereof is herein granted, at such point or points, such connection to be made subject to the direction of the Columbia Company. The word "premises" in this agreement, whether used conjunctively or disjunctively with "right of way," "railroad," "track," "structures," "buildings" or "appliances" includes in meaning the entire property, the use of which is granted by this agreement. This trackage agreement, however, does not include

Certain branches
excluded.

the use of the Renton-Coal Creek or Maple Valley-Taylor branches.

It is also intended by this agreement to confer upon the St. Paul Company the right, during the existence of this agreement, to conduct an express business over said railroad, the use of which is herein granted, or to authorize any express company which it may select to conduct such express business. The Columbia Company also agrees that it will not, during the existence of this agreement, make any contract or agreement which will interfere with the reasonable conduct of such express business by the St. Paul Company or the company which it may select to do an express business over said railroad.

The Columbia Company also hereby grants to the St. Paul Company, for the term aforesaid, and as incident to the rights granted in this agreement, and upon condition that the St. Paul Company shall first obtain the consent thereto of the Western Union Telegraph Company, the right, license and privilege to construct, maintain and operate for the sole use of the St. Paul Company, a wire or wires on the telegraph poles of the Columbia Company, with instruments in all stations on and along the railroad, the use of which is herein granted, such right, license and privilege to be exercised solely under this agreement and to terminate with this agreement at the end of the above mentioned term, or sooner, if this agreement be terminated by the Columbia Company in the manner herein provided.

14. In case it shall become necessary or proper for the safe operation of said railroad, or in case any law or ordinance or resolution of any authorized body, or order of a duly authorized official, shall direct that any viaducts, bridges, subways, works, or appliances of any kind or nature, or any thereof, shall be erected and maintained between said termini, the Columbia Company may construct and maintain the same, and the cost thereof shall be added to the agreed value first mentioned and compensation at the same rate paid by the St. Paul Company thereon as well as its share of taxes, assessments, and operating expenses as hereinbefore provided.

15. Whenever the business of the companies using said tracks between the point of connection near Maple Valley and the north end of Island Number One in Seattle, or any portion thereof, is such as to require a second main track, for the safe and expeditious handling of same, the Columbia Company shall construct such second main track, the actual cost of same to be added to the original valuation, and compensation to be paid thereon by the companies using said track, in the manner hereinbefore provided for. No wheelage shall be charged for construction trains engaged in the work of building such second main line, or other tracks for the use of the parties to this agreement.

16. If at any time during the continuance of this agreement the Columbia Company shall construct any additional

Express business.

Telegraph line.

Improvements required by law, etc.

Second main track.

Additional tracks

track or any spur, mine or other industrial track upon, or extending beyond, said right of way, between said termini, and the St. Paul Company shall desire to use the same under the provisions of this agreement, this agreement shall apply thereto in the same manner as though such new track were in existence at the time of the execution of this agreement, except that the cost thereof shall be added to the first agreed valuation, and compensation shall be paid on such increased valuation.

The St. Paul Company shall have the full and unrestricted right to do all business of a common carrier on the aforesaid portion of the railroad and premises, the use of which is hereby granted, except that it shall not during the continuance of this agreement transact any local business between Seattle and the point of connection near Maple Valley or between any intermediate points either on the main track or tracks, or on any spur or industry track or tracks, which it may lawfully refuse, and if it shall transact any such business or derive any revenues thereon two-thirds (2-3) of such revenue shall be paid to the Columbia Company; provided, however, that the St. Paul Company may transact such business or transport such traffic as may be destined to or from tracks owned or used solely by the St. Paul Company or to or from industries located on the tracks of the St. Paul Company in the City of Seattle; and provided, further, that the St. Paul Company shall have the right, if exercised at any time before the expiration of the first ten (10) years of said term, to do and transact all business as a common carrier upon the right of way and railroad, the use of which is hereby granted, between the termini thereof, or between any intermediate points thereon, upon payment of interest at the rate of two and one-half (2½) per centum per annum on the sum of one hundred fifty thousand (\$150,000.00) dollars in addition to the valuation hereinbefore named, and making the other payments in this agreement mentioned, and thereupon the restrictions hereinabove contained as to the doing or transacting of local business shall not apply so long as the St. Paul Company shall pay the interest on said additional valuation and otherwise comply with this agreement.

The St. Paul Company shall, however, have the right to stop any or all of its trains at any point between Seattle and the point of connection near Maple Valley, for the taking on or putting off of passengers or freight originating at or destined to points beyond said point of connection or beyond Seattle.

17. If at any time during the continuance of this agreement, the St. Paul Company shall desire an industrial track from any of the tracks covered by this agreement, to an industry located along or adjacent to said right of way, for the handling of any business permitted by the terms of this agreement, or any additional side, spur or other track to connect any track, the use of which is herein granted, with its own tracks, or with the tracks of any other railway company, and the Columbia Company shall not then wish to use such in-

Restrictions on local
business.

120 S.W. 1123

Right to do all busi-
ness of carrier;
how acquired.

May stop trains.

Industrial spur and
side tracks for St.
Paul Company.

Columbia Co. may acquire use of same.

Reduction of compensation if rights granted other parties.

Valuation by sections.

Reduction of operating expenses, taxes, etc.

dustry track or other track or tracks, it shall, nevertheless, construct such track or tracks, to the extent that the same shall be located on its right of way, for the exclusive use of the St. Paul Company, the latter to pay five per cent per annum interest upon the cost of same, and all the cost of maintenance thereof.

Should the Columbia Company at any time desire to enjoy the joint use of such industrial or other track or tracks, either located on or beyond its right of way, it shall have the right to do so upon giving to the St. Paul Company thirty (30) days' notice, and paying to the St. Paul Company the original cost of such portion of such track or tracks, as is beyond the right of way of the Columbia Company, and thereafter the compensation to be paid by the St. Paul Company shall be two and one-half per cent per annum upon the cost of such entire track or tracks used by both companies, and both companies will thereafter join in the cost of maintenance, upon wheelage basis the same as for other tracks covered by this agreement.

18. Crossing rights, if granted to any other company or companies than the St. Paul Company, shall not be deemed running rights within the meaning of this agreement, nor shall the St. Paul Company in such case be entitled to any reduction in the amounts to be paid by it. In case the Columbia Company shall, at any time, grant to any company or companies, other than the St. Paul Company, running rights over any portion of the right of way and railroad covered by this agreement, the annual compensation payable by the St. Paul Company shall be reduced for such portions of such tracks, as may be used by said other company or companies, according to the number of companies using said tracks, and the St. Paul Company shall thereafter pay such proportion of five per cent per annum upon the valuation of any such portion as one shall bear to the whole number of railroad companies at the same time using such portion. For the purpose of this division, the valuation of said right of way and tracks shall be considered to be as follows: Commencing at the north end of Island Number One, and going southward, the valuation shall be as follows:

Each mile of the first three miles, 7% of the total valuation	
of twenty and one-third (20 1-3) miles.....	21%
Each mile of the next nine miles, 6% of said total valuation..	54%
Each mile of the next eight and one-third miles, 3% of said total valuation	25%
	100%

The St. Paul Company's proportion of said maintenance and operating expenses of said track or tracks used jointly by other companies, shall also be reduced according to the total wheelage of all companies using said track or tracks. In case running rights are granted to any company or companies, other than the St. Paul Company, by the Columbia Company, the proportion of all taxes and assessments which the St. Paul

Company shall pay in each year thereafter, upon each mile or portion of mile of the railroad, the use whereof is hereby granted, shall likewise be so readjusted and graduated, so that instead of one-half thereof, it shall only pay such amount as will be produced by dividing the total annual amount of taxes and assessments paid annually, by the number of railroad companies using the same mile of railroad.

Columbia Co. liable for acts of other parties.

In case the Columbia Company grants running rights to any company or companies other than the St. Paul Company, the liability of the St. Paul Company for claims arising from injury and damage and the risks assumed by the St. Paul Company, shall not be increased. As between the Columbia Company and the St. Paul Company, the Columbia Company shall be responsible for the acts of any company or companies other than the St. Paul Company which the Columbia Company may permit to use said portion of said railroad, to the same extent as the Columbia Company is now responsible under this contract for its own acts.

Assignment.

20. No assignment of this contract or of any interest therein shall be made by the St. Paul Company, without the written consent of the Columbia Company being first obtained. The Columbia Company consents to an assignment hereof to the Chicago, Milwaukee & St. Paul Railway Company, a Wisconsin corporation, and its successors, or to one of its subsidiary companies, but in case of such assignment the rights of the assignor hereunder shall cease and such assignee be entitled thereto in its stead. This agreement shall be a covenant running with the railroads of the parties hereto during the term hereby created and shall be binding upon and inure to the benefit of any railway company hereafter owning or operating the railroad, the use of which is hereby granted, and any railway company acquiring the interest of the St. Paul Company in this contract as in this section provided.

Covenant running with land.

Term.

21. This agreement shall take effect and be in force on its execution, and shall remain in force until the expiration of the aforesaid term of ninety-nine (99) years beginning July 1st, 1907. The St. Paul Company may, nevertheless, at its option, after not less than thirty (30) days' notice thereof in writing to the Columbia Company, enter into the uses hereinbefore granted earlier than said July 1st, 1907, and in such case all the other terms, conditions, duties and obligations hereinbefore defined and created shall from and after such earlier entry apply to and govern all such earlier use and the respective relations of the parties in all respects as if said term had in terms been made to begin upon such entry; the period of duration of such earlier use shall not, however, be deemed a part of the term hereinbefore defined and granted, but an advance enlargement thereof.

Earlier use by St. Paul Co.

Defaults.

Provided, always, that if the St. Paul Company shall make default in any of the payments hereinbefore required by it to be made, then and in such case, and if such default shall continue for a period of sixty (60) days after the Columbia

Company shall have given to the St. Paul Company a written notice thereof, the Columbia Company may, by notice in writing, to the St. Paul Company declare this agreement terminated and may thereupon exclude the St. Paul Company from the use and enjoyment of any and all of the premises and rights hereinbefore granted to it; and thereupon the St. Paul Company shall surrender to the Columbia Company all of said premises and shall have no claim or demand upon it by suit at law or otherwise on account of such exclusion.

Disputed payments.

Provided, that in case the amount of any payment required to be made by the St. Paul Company hereunder shall be reasonably in dispute between the parties, failure to pay the portion of such amount affected by such dispute pending the determination of such dispute by arbitration or litigation, shall not be deemed cause of forfeiture hereunder.

Waiver of defaults.

The Columbia Company may waive any such default, but no action of the Columbia Company in waiving such default shall extend to or be taken to affect any subsequent default or impair its rights resulting therefrom. If the Columbia Company sees fit to terminate this agreement for default of the St. Paul Company in the manner above provided, it shall also have the right to hold the St. Paul Company responsible for all loss and damage which the Columbia Company may sustain by reason of the default of the St. Paul Company and also for all damage which the Columbia Company may sustain by reason of the termination of this agreement. The right of the Columbia Company to hold the St. Paul Company liable for the damage which may be caused by the termination of this agreement, shall be an additional right to the right of the Columbia Company to terminate this agreement.

Damages for termination.

Notices.

22. All notices which are hereinbefore provided to be given by either party to the other, may be given by serving the same on the President, Vice-President, Secretary or Auditor, for the time being, of such party.

Arbitration.

23. If any dispute shall arise between the parties hereto as to any matter covered by this agreement, either party may demand that such matter be arbitrated. If such demand be made each party shall nominate one arbitrator and in case the two arbitrators do not agree, they shall call in an umpire, and such dispute shall be determined by the decision rendered by a majority of the three. The decision of such arbitrators shall be subject to review by any court sitting in the State of Washington, in the manner provided by the Statutes of the State.

IN WITNESS WHEREOF each of the parties hereto has caused these presents to be signed by its proper officers, and attested with its corporate seal, pursuant to a resolution of its Board of Trustees duly adopted, all on the day and year first above written.

Execution.

COLUMBIA & PUGET SOUND RAILROAD COMPANY,

By..... *J.C. Ford*
Its President.

Attest:

..... *J.W. Smith*
Its Secretary.

Corp seal

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY OF WASHINGTON,

By..... *H.R. Williams*
Its President.

Attest:

..... *E.W. Cook*
Its Secretary.

Corporate seal

Signed, sealed and delivered in presence of:

..... *James B. Howe*
..... *W.H. Field*

STATE OF WASHINGTON, }
COUNTY OF KING. } ss.

On this *21st* day of May, 1906, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came J. C. FORD, to me known to be the President, and J. W. SMITH, to me known to be the Secretary, of the Columbia & Puget Sound Railroad Company, a Washington corporation, the corporation that executed the within and foregoing instrument, and severally acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath severally stated that they were authorized to execute 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 official seal the day and year in this certificate first above written.

L. F. Dunn
.....
Notary Public in and for the State
of Washington, residing at Seattle.

*Notarial
Seal*

STATE OF WASHINGTON, }
COUNTY OF KING. } ss.

On this *21st* day of May, 1906, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came H. R. WILLIAMS, to me known to be the President, and E. W. COOK, to me known to be the Secretary of the Chicago, Milwaukee & St. Paul Railway Company of Washington, a Washington corporation, the corporation that executed the within and foregoing instrument, and severally acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath severally stated that they were authorized to execute 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 official seal the day and year in this certificate first above written.

L. F. Dunn
.....
Notary Public in and for the State
of Washington, residing at Seattle.

*Notarial
Seal*