

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY
ELECTRIFICATION DEPARTMENT

Notes of our Agreement between Columbia & Puget Sound Railway and Chicago, Milwaukee & St Paul Railway Companies dated May 21, 1906.

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CLAUSE #2:

Running rights for a period of 99 years for locomotives, cars and trains, from south end of tangent in Maple Valley Yard in SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of S. 9, T.22 N., R.6 E. to the north end of Island No. 1, Sec. 18, T.24 N., R.4 E.

CLAUSE #4:

Valuation date of contract \$850,000. Columbia Company agreed to spend \$110,000 additional before Sept. 30, '07, to bring road to standard. St Paul Company to pay $2\frac{1}{2}$ percent per annum upon the \$850,000 plus actual cost of the improvement. In addition one-half taxes and assessments.

CLAUSE #5:

St Paul Company pays nothing additional on account of tracks, buildings, structures, appliances, etc. use d or to be used by Columbia Company.

CLAUSE #6:

Operating expenses not to include taxes, but includes insurance and maintenance. Also compensation of officers and employes necessary to enable both Companies to use the property. Proportion of cost of employes based on proportion which joint use of trackage bears to total Columbia Company main line mileage. Operating Expenses divided on mileage basis.

CLAUSE #8:

Columbia Company reserves right to fully control maintenance and operation, giving St. Paul Company equal privileges in all respects that it gives itself.

CLAUSE #9:

Columbia Company to use reasonable care and diligence in maintenance and repairs. Men used for this work to be deemed joint employes, also enginemen and trainmen of work trains engaged in maintenance or repairs.

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St. Paul Company to have no claim against the Columbia Company account of defects in track or parts pertaining thereto, but in case Columbia Company does not repair within reasonable time after notice by St. Paul Company, latter may make repairs, both Companies to pay prorata. St. Paul Company assumes all risks to its property, passengers and employes for which third persons may suffer by reason of movement of its own trains. This not to apply to damages account of negligence of employes of Columbia Company solely. In case of collision between Columbia and St. Paul Companies, the one responsible pays entire loss.

CLAUSE #11:

St. Paul Company assumes its share of damages to third persons, which damages shall be caused by defect in right of way but not by operation of Columbia Company's trains, proportion of expense to be determined on wheelage basis.

CLAUSE #13:

Joint use includes between the terminal above mentioned, every portion of railroad, including buildings, structures, spur and industry tracks, and all adjacent lands used in connection with this railroad, also all improvements and betterments thereafter. Does not include use of Renton Coal track or Maple Valley-Taylor branches. St. Paul Company given privilege to construct, maintain and operate for its sole use after obtaining consent of the Western Union Telegraph Company, a wire or wires on the poles of the Columbia Company, with instruments, etc. in all stations. Use of this line to terminate with the agreement.

CLAUSE #15:

Whenever second track is required over total distance, or any portion thereof, Columbia Company shall construct and amount be added to valuation.

CLAUSE #16:

If Columbia Company constructs additional track or spur for its own use, St. Paul may also use if it desires, on same basis as rest of the track. St. Paul not to do any local business on trackage in question except for which it pays Columbia Company two-thirds of the revenue derived. St. Paul to have right of exercise before expiration of first ten years to do all business as common carrier on

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this trackage upon payment of interest at rate of $2\frac{1}{2}$
percent per annum on \$150,000.

CLAUSE #17:

If St. Paul desires additional track, Columbia Company
shall construct and St. Paul pay 5 percent per annum
interest upon cost and all cost of maintenance. Col-
umbia Company may acquire use of such track.

CLAUSE #18:

Reduction of compensation if running rights granted to
other parties.

Term of contract 99 years from July 1, 1907.