ASSISTANT TO PRESIDENT
FILE

Waukk. Fox Lake
Agr. - May 18-1903

THIS AGREEMENT made this 18th day of May, A. D. 1903, by and between the Chicago and Milwaukee Electric Railroad Company, a corporation organized under the general railroad laws of the State of Illinois, hereinafter designated as the party of the first part, and the Waukegan, Fox Lake and Western Railway Company, a corporation existing under and by virtue of the laws of the State of Illinois, hereinafter designated as the party of the second part, witnesseth:

That whereas, said Companies are engaged at present in certain litigation to determine the rights of said Companies on Washington Street in the City of Waukegan, Lake County, Illinois;

And whereas it is mutually desired by said Companies to avoid further litigation and make a friendly settlement of the question at issue;

Now, therefore, it is covenanted and agreed by and between said Companies hereto as follows;

Said party of the first part hereby covenants and agrees;

(1) To dismiss the suit which it has at present pending against said party of the second part in the Circuit Court of Lake County, Illinois, and to have quashed the writ of injunction therein, all damages for the issuing of said writ of injunction being hereby waived by the said party of the second part, and said suit to be dismissed without costs.

(2) To waive whatever rights said party of the first part now have or may have heretofore had to lay a second track on said Washington Street between the west line of Spring Street and the east line of West Street, and whatever rights said party may now have or have heretofore had to lay a track on the south side or on the center line of said Washington Street; provided, however, that this shall not be construed to prevent or affect the right of the said party of the first part to operate and maintain its track along the center line of Washington Street between the east line of West Street and

the west line of Spring Street until such time as the said party of the first part shall obtain the right from the City of Waukegan to remove said track to the north side of said Washington Street between said points so that the south rail thereof shall be three (3) feet three (3) inches north of the center line of said Washington Street as herein provided.

(3) To give and does hereby give to said party of the second part the right to attach its trolley wires to the span wires owned by said party of the first part on its poles between said Spring Street and West Street on said Washington Street in said City of Waukegan, until August 1, 1904.

(4) To give and does hereby give to said party of the second part the right ti use in connection with said party of the first part and subject to its reasonable regulations the said track of said party of the first part extending along the center line of said Washington Street between the east line of West Street and the west line of Spring Street, until August 1, 1904.

(5) To use its best efforts to secure from the City Council of the City of Waukegan the passage of an ordinance or ordinances necessary to permit the moving of the said track of said party of the first part from the center of said Washington Street to the north side of said street, so that the south rail thereof shall be three (3) feet three (3) inches north of the center line of said Washington Street, and the passage of an ordinance or ordinances necessary to permit the laying of a track on the south side of said Washington Street by said party of the second part between said points, the north rail of which shall be distant three(3) feet three (3) inches south of the center line of said Washington Street.

That said party of the second part hereby covenants and agrees;

(1) To dismiss without costs to said first party the suit it has at present pending against said party of the first part in the Circuit Court of Lake County, Illinois, and to have quashed the writ of injunction therein, all damages for the issuing thereof

being hereby waived by said party of the first part; provided, however, that said party of the second part shall pay the said party of the first part the sum of Five Hundred and Ninety-Three and Sixty-Five Hundredths ($593.65) Dollars to cover attorney's fees and costs incurred by said party of the first part in and about said suit.

(2) To pay for the special work made necessary by the moving of the track of the party of the first part from the center of said Washington Street to the north side of said Washington Street as above provided, and for the special work occasioned by the laying of the tracks of said party of the second part across the tracks and special work of said first party at the intersection of Genesee and Washington Street; provided, said special work does not exceed in cost the amount of One Thousand ($1000.00) Dollars; provided, further that the right to remove said track is obtained from the City of Waukegan as aforesaid.

(3) To move or to pay the expense of moving on or before August 1, 1904, the tracks and trolley wires of said party of the first part from the center of Washington Street to the north side of said Washington Street as aforesaid between the west line of Spring Street and the east line of West Street.

(4) To pay to said party of the first part a rental of Two Hundred and Twenty-Five ($225.00) Dollars per Annum, payable in monthly installments, as long as said track and overhead construction is used by said second party, and to pay one-half of the cost of the maintenance of said tracks and overhead construction as long as said tracks and overhead construction are used by said second party.

(5) To maintain or pay to the party of the first part the cost of the maintenance of the crossings of the tracks of the party of the second part over the tracks and special work of the party of the first part.

(6) To bring the cars of the said party of the second part to a full stop each time before crossing the tracks of the party of the first part.

(7) To pay to the said party of the first part at any time in the future when said party of the first part shall lay an additional track on Genesee Street the expense of putting in and maintaining the crossing over the tracks and the special work of the party of the second part.

(8) To use its best efforts to secure from the Council of the City of Waukegan the passage of an ordinance necessary to permit the moving of the track of the party of the first part from the center of said Washington Street to the north side of said street in manner aforesaid, and the passage of an ordinance necessary to permit the laying of a track on the south side of said Washington Street by said party of the second part in manner as aforesaid.

Said parties further covenant and agree that any waiver at any time of a breach of any of the conditions of this agreement shall extend only to the particular breach so waived and shall in no way affect or impair the further existence or force of such condition or the right of the other party thereafter to avail itself of the same condition or any subsequent breach thereof.

Said party of the second part further covenants and agrees to hold harmless said party of the first part, its successors, lessees and assigns from all suits, debts, liabilities, claims, demands and attorney's fees and all costs and expenses of whatever kind for loss of or damage to property, or injury to persons arising from or growing out of the operation of the railway of said party of the second part on the tracks of the said party of the first part under this contract.

The grant, stipulations, covenants, agreements and conditions herein contained shall inure to the benefit of and shall bind the respective successors, lessees and assigns of the parties hereto, whether so herein expressed or not, and in the event

that at any time notwithstanding the express purpose of binding the sucessors, lessees and assigns of the parties hereto by all the provisions of this instrument, any of the grants, stipulations, covenants, agreements or conditions hereof shall fail in fact for any reason to bind any of such successors, lessees or assigns, then any party to this instrument that would be entitled to the benefit of such grant, stipulation or agreement if binding, may serve notice in writing upon such successor, lessee or assign requiring him or it within ten days from the service of such notice to assume in writing and make himself or itself bound by all the grants, stipulations, covenants, agreements and conditions of this instrument, and in case of refusal or omission of such successor, lessee or assign so to assume or make itself bound by the provision of this instrument the party that has served such written notice may forthwith after the expiration of said ten days at its option cancel and terminate this contract and all grants and agreements hereby made. The word " assigns" as used in this paragraph shall be taken to include all persons and corporations owning or possessing any interest in any part of the railroad constructed under this instrument whether by voluntary transfer of any sort or by operation of law and also all persons and corporations using at any time any part of said lines of railways.

This contract and the rights hereunder shall terminate upon the termination of the present franchise of said first party, or if the same is extended, then upon the termination of any extension thereof.

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument to be signed by their respective presidents and secretaries and their respective corporate seals to be hereunto affixed the day and year first above written.

CHICAGO & MILWAUKEE ELECTRIC R. R. CO (SEAL)

Attest
Geo. M. Seward,
Secretary.

BY A. C. Frost (SEAL)
President.

Waukegan, Fox Lake & Western Ry.Co. (SEAL)

Attest

Frank J. Baker (SEAL)
President.

William A. Fox Secretary.