

and three arbitrators shall render a decision, and by any decision rendered in accordance herewith both parties shall be bound for the succeeding five (5) years.

(b) Should the bridge or its approaches, in the opinion of the first party, become inadequate at any time after the first period of ten (10) years, to accommodate both the highway traffic and the traffic of second party herein mentioned, and the first party consequently should desire to cancel this contract, then the first party shall give two (2) years' written notice to the second party, that they the said first party desire to cancel the contract on account of the inadequacy of the bridge to properly care for the traffic of both parties, and at the expiration of the said two (2) years the said second party shall cease using said bridge, provided however, that the said notice must be given within sixty (60) days of the expiration of the period or periods for which this contract is drawn or renewed.

It is further understood and agreed by and between the parties to this contract that if the District Court of Douglas County, Kansas, should grant an injunction against the Board of County Commissioners of Douglas County, Kansas, in the case which is now pending in said court, wherein William Schaake, John B. Boerner and Fred E. Laptad are plaintiffs, and Gus H. Bruner, W. R. Green and J. L. Hoover as county commissioners of Douglas County, Kansas, and The Missouri Valley Bridge and Iron Co. a corporation are defendants, then the parties to this contract agree that this contract may be re-formed and re-written so as to comply with the orders of said court.

In Witness Whereof, both parties to this agreement have the daynd year first herein written affixed their hands and seals.

The Board of County Commissioners
of Douglas County, Kansas.

By

Chairman

Attest:—

County Clerk.

Attest:

Secretary

The Kansas City, Kaw Valley And
Western Railway Company.

By

President

(Second Party)

First Party