

Department of the Ann Arbor, and that construction work by the Pere Marquette when this memorandum has been approved by the respective Presidents, may proceed, pending the preparation and execution of such a contract.

Approved: PERE MARQUETTE RAILWAY COMPANY,
By (sgd.) FRANK H. ALFRED,
Pres. and Gen. Mgr.

Approved: THE ANN ARBOR RAILROAD COMPANY,
By (sgd.) NEWMAN ERB,
Pres.

AGREEMENT

between

ALMA SUGAR COMPANY

**DETROIT, GRAND RAPIDS & WESTERN RAILROAD
COMPANY**

and

ANN ARBOR RAILROAD COMPANY

**For Industrial Side Tracks Serving the Sugar Company at Alma,
Michigan.**

[*Dated November 13, 1899.*]

Parties.

MEMORANDUM OF AGREEMENT made and entered into this 13th day of November, 1899, between the ALMA SUGAR COMPANY, hereinafter called the Sugar Company; the DETROIT, GRAND RAPIDS & WESTERN RAILROAD COMPANY, hereinafter called the Grand Rapids Company, and the ANN ARBOR RAILROAD COMPANY, hereinafter called the Ann Arbor Company, WITNESSETH, that,

Recitals.

The Sugar Company owns and operates a beet sugar refinery upon lands belonging to it in the city of Alma, Michigan, as shown on the blue print attached hereto, and for the purpose of better accommodating the movement of freight shipped to or from its premises, does hereby grant to the Grand Rapids and Ann Arbor Companies jointly

the privileges of laying, maintaining and operating tracks upon and across its aforesaid lands upon the following terms and conditions:

1. That the said tracks shall be laid in accordance with the plan shown on the blue print attached; provided, however, that such plan may be subsequently modified and such changes or additions made therein as may be deemed desirable by mutual consent of the parties hereto.

Location.

2. That all tracks laid upon the said premises of the Sugar Company shall be used jointly by the Grand Rapids and Ann Arbor Companies with their respective engines and crews, or by one or more engines and crews in the joint service of both Railroad Companies, as may from time to time be provided by them, for the purpose of placing or moving loaded or empty cars consigned to or from the Sugar Company's plant, as the Manager or Agent of the Sugar Company may from time to time direct or request.

Tracks to be used jointly.

3. That the Grand Rapids Company and the Ann Arbor Company, either or both, as may be arranged between them, shall maintain and keep in repair the tracks herein provided for and any and all other tracks which may hereinafter be constructed under this agreement on the said lands of the Sugar Company, and shall and they do hereby agree to be responsible for all injuries to their respective employes resulting from the movement of cars or engines upon the premises hereinbefore described, and to relieve the said Sugar Company from all claims, damages and costs resulting from such accidents or injuries.

Maintenance.

Liability for injury.

4. That the Sugar Company hereby assumes all risk or damage to its buildings and property and to the property of other parties in its charge or upon its premises and not in charge of the Railroad Companies, arising from fires not due to the willful negligence of the Railroad Companies.

Damage to buildings and property.

5. That the privileges herein granted by the Sugar Company and the track facilities to be provided hereunder by the said Grand Rapids and Ann Arbor Companies are intended for the joint and equal use of both of said Companies, and the said Sugar Company hereby agrees and binds itself, its successors and assigns, that it or they will take no action at any time during the continuance of this agreement that will inure to the benefit of either of said Railroad Companies at the expense of the other and (that so far as it is possible for it to do so without injury to its own interests) will treat the said two Railroad

Both railroads to be used impartially.

Companies equally and impartially as to the division of its business and the privileges upon the premises covered by this agreement.

May be
modified.

6. That the said Grand Rapids Company and Ann Arbor Company agree for themselves, their successors and assigns, individually and jointly, to construct, maintain and operate under the terms of this agreement the tracks in accordance with the plans hereinbefore mentioned or any modification thereof that may be from time to time mutually agreed on.

Term.

7. That the privileges herein granted to the said Grand Rapids Company and Ann Arbor Company and the covenants and agreements herein set forth to be kept and performed by the several parties hereto, shall continue and remain in force and be binding upon all of said parties, their successors and assigns, for the full term of ten (10) years from the date hereof, and thereafter from year to year until ninety (90) days' notice in writing has been given by any of the parties to the others of its desire to cancel; provided, however, that in case the operations of the said Sugar Company shall at any time be and remain suspended for a period of twelve (12) months consecutively, either or both of said Railroad Companies shall have the right to cancel by giving sixty (60) days' notice in writing to the other parties or party of their intention in that regard, and in case the amount of traffic to and from the Sugar Company's factory, via the lines of railway of either Railroad Company, shall not be sufficient to warrant such Railroad Company in maintaining its proportion of said tracks and joining in the operation thereof, it shall have the right to withdraw from this agreement by serving sixty (60) days' notice in writing upon the other parties of its intention in that regard, and, at the expiration of the term of such notice of cancellation or withdrawal given in accordance herewith, this agreement shall cease and determine, and either or both of the said Railroad Companies at any time after the termination hereof, either by expiration or cancellation, shall have the right forthwith to enter upon the premises of the said Sugar Company and remove therefrom the tracks constructed thereon by it or them and all material thereon belonging to it or them, it being understood that the ownership of said tracks shall remain vested in said Railroad Companies, and the said Railroad Companies, their successors and assigns, shall not be responsible or held accountable to the said Sugar Company for any loss, damage or injury arising from the removal of said tracks and material in accordance herewith.

IN WITNESS WHEREOF, the parties hereto have signed this agree- Execution.
ment in triplicate the day and year first above written.

ALMA SUGAR COMPANY,
By A. W. WRIGHT,
President.

DETROIT, GRAND RAPIDS & WESTERN R. R. Co.,
By CHAS. M. HEALD,
President.

ANN ARBOR RAILROAD COMPANY;
By H. W. ASHLEY,
General Manager.

AGREEMENT

between

PERE MARQUETTE RAILROAD COMPANY

and

ANN ARBOR RAILROAD COMPANY

For Tracks Serving the Alma Sugar Company and Switching
Thereon by the Railroads.

[Dated March 11, 1902.]

MEMORANDUM OF AGREEMENT between the PERE MARQUETTE Parties.
RAILROAD COMPANY, a corporation of the State of Michigan, herein-
after called the Marquette Company, and the ANN ARBOR RAILROAD
COMPANY, also a corporation of the state of Michigan, hereinafter
called the Ann Arbor Company, WITNESSETH:

WHEREAS, on the thirteenth (13th) day of November, 1899, an Recitals.
agreement was made and entered into by and between the Alma Sugar
Company, of Alma, Michigan, the Detroit, Grand Rapids & Western
Railroad Company, of which Company the said Marquette Company
is the lawful successor, and the said Ann Arbor Company, which agree-
ment provides for the joint construction, maintenance and operation
by the said Railroad Companies of certain tracks upon the land of