

## AGREEMENT

between

## PERE MARQUETTE RAILROAD COMPANY

(Frank W. Blair, Dudley E. Waters and Paul H. King, Receivers  
of the Pere Marquette Railroad Company)

and

## ANN ARBOR RAILROAD COMPANY

For Water Tank, etc., Furnishing Water for Locomotives, Joint  
Station and Other Facilities at Clare, Michigan.

[Dated September 1, 1914.]

Parties.

AGREEMENT, made this 1st day of September, A. D. 1914, between the PERE MARQUETTE RAILROAD COMPANY and FRANK W. BLAIR, DUDLEY E. WATERS and PAUL H. KING, Receivers of the property and business of the said railroad company, all hereinafter for convenience called "the Pere Marquette," and THE ANN ARBOR RAILROAD COMPANY, a Michigan corporation, hereinafter for a like convenience called "the Ann Arbor."

Recitals.

WHEREAS, the parties hereto own jointly one-half ( $\frac{1}{2}$ ) interest each in a certain tank and the land upon which it is situated, in the city of Clare, Clare county, Michigan, used for the purpose of having their locomotives, joint station and other facilities at that point, supplied with water, and the Pere Marquette has entered into an agreement with the said city of Clare for the purpose of having said tank supplied with water by the said city; and

WHEREAS, the Ann Arbor has requested the Pere Marquette to permit it to use jointly with the Pere Marquette such water as is supplied to the said joint tank by said city; and

WHEREAS, in consideration of the agreements of the Ann Arbor herein contained, the Pere Marquette agrees to grant such request.

Covenants.

WHEREFORE, this writing WITNESSETH:

P. M. shall  
pay City of  
Clare for  
water.

1. The Pere Marquette shall pay the said city of Clare direct for all water supplied to the said joint tank in accordance with its said

(8) The said first party agrees that, in consideration of the performance by said second party of the undertakings herein set forth, it will change the line of its Harrison Branch from a point north of the proposed crossing of that branch by said second party, and construct that line into the village of Clare, abandoning so much of the present Harrison Branch as extends from that point of divergence to Harrison Junction, and will abandon Harrison Junction as a station. That it will join with the said second party in the construction and maintenance of a joint passenger station, as hereinbefore provided, at Clare. And that on the performance of these undertakings by the said second party it will consent to the approval by the said Crossing Board of a map to be amended in accordance with these provisions.

Change line  
of Harrison  
Branch.

(9) The work herein specified shall be completed by the 1st day of October, 1887.

Date of  
completion.

THE FLINT & PERE MARQUETTE R. R. Co.,

By R. C. POTTER,

*Vice-President.*

THE TOLEDO, ANN ARBOR & CADILLAC RY. Co.,

By J. N. ASHLEY, SR.,

*Vice-President.*

East Saginaw, Mich., August 11, 1887.