

UNDERSTANDING  
between  
ANN ARBOR RAILROAD COMPANY  
and  
PERE MARQUETTE RAILWAY COMPANY

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For Exchange of Land and Use of Certain Facilities at Alexis and  
Manhattan Yards (Toledo, Ohio).

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[Dated January 17, 1924.]

Parties.

MEMORANDUM OF CONFERENCE between MR. E. F. BLOMEYER, representing THE ANN ARBOR RAILROAD COMPANY, and MR. A. L. GRANDY, representing the PERE MARQUETTE RAILWAY COMPANY, relative to the exchange of land at Alexis and Manhattan (Toledo, Ohio) and the use of certain Ann Arbor facilities at Alexis.

Conveyance  
of land to  
A. A. R. R.

1. The Pere Marquette will convey by quit claim deed to the Ann Arbor a strip of land 6 ft. in width off from the south side of its right of way and adjoining the Ann Arbor right of way, extending from Pere Marquette Survey Station 14165 to the westerly side of the D. U. R. right of way near Stickney Ave., 440 ft. in length and a small strip extending from the east and west  $\frac{1}{4}$  line on Section 7 to Pere Marquette Survey Station 14210 near Hallett, 2,685 ft. in length. Both containing 18,750 sq. ft. or 0.43 acres, at \$1,200.00 per acre, amounting to \$516.00.

Conveyance  
of land to  
P. M.

2. The Ann Arbor will convey by quit claim deed to the Pere Marquette the easterly or northerly 94 ft. of a parcel of land 100 ft. in width owned by it lying immediately north of and adjacent to its right of way extending from the west line of Section 7 to the east and west  $\frac{1}{4}$  line of Section 7, containing 2.66 acres at \$1,200.00 per acre, amounting to \$3,192.00.

New divid-  
ing line.

3. By the above exchange the dividing line between Ann Arbor and Pere Marquette rights of way will be established at a distance of 36 ft. northeasterly at right angles from the original center line of the Ann Arbor main line. It is the condition of this exchange that either railroad may extend its sub-grade and culverts up to the dividing line allowing the slopes and the culverts necessary to protect the slopes to

extend over the line. Also that the two companies may have the right jointly for themselves or by contract with a telegraph company to establish a pole line located on the dividing line between the two rights of way, but any cross-arms placed on these poles less than 22 ft. above the top of the rail shall not exceed 4 ft. in length and in any event both companies shall have the right to string its telegraph and telephone lines on any poles so erected. If only one company desires the construction of this pole line it may proceed accordingly as above outlined, but the other company shall always have the right thereafter to join in the use of this pole line by payment of its proper share of any cost originally assumed by the first company.

Placing pole  
line on divid-  
ing line.

4. The Pere Marquette will convey to the Ann Arbor by quit claim deed, land now owned by the Pere Marquette and occupied in whole or in part by the Ann Arbor with tracks known as its Manhattan Yards (in the City of Toledo) and now under lease from the Pere Marquette to the Ann Arbor dated Sept. 12, 1899; said land being shown on blueprint attached hereto and made a part hereof, and designated as Parcels 1 and 2 containing an area of 3.36 acres for the sum of \$18,543.00. The said quit claim deed shall be furnished and the consideration paid on or before April 30, 1925.

Conveyance  
of land to  
A. A.

5. The Ann Arbor agrees that the Pere Marquette may continue to occupy with its present two main line tracks the northerly or easterly 23 ft. of the right of way of the Ann Arbor from point of connection west of Alexis to the point where such main line tracks leave the right of way of the Ann Arbor until such time as the Ann Arbor requires the use of said right of way for the purpose of constructing a second main track at that point, in which event the Pere Marquette will re-arrange its tracks at its own expense to permit the construction of said second main track. The right of way so used by the Pere Marquette and occupied by its main tracks consists of 0.60 acres and the present value of the land is placed at \$1,200.00 per acre, making the value of the land so occupied \$720.00; the value of the grading on said line is placed at \$2,194.00, making a total value of \$2,914.00. Upon this amount so long as the Pere Marquette shall use said right of way the Pere Marquette shall pay to the Ann Arbor 6% annually. The Pere Marquette shall at its sole expense maintain its track on said Ann Arbor right of way.

Use of land  
for right of  
way at  
Alexis.

Rental.

6. The Pere Marquette is given the right to use the cross-overs from its main line tracks across the Ann Arbor tracks to the wye track leading from the Ann Arbor to the New York Central track at Alexis

Use of cross-  
overs to reach  
N. Y. C.

for the operation of its passenger and freight trains including the so-called B. & O. passenger trains upon the following conditions:

**Rental.** (a) The land occupied by said cross-overs is fixed at 0.18 acres which at \$1,200.00 per acre amounts to \$216.00. The value of the grading and ballast under said cross-overs is placed at \$946.00, making a total value of \$1,162.00 upon which the Pere Marquette shall pay the Ann Arbor 3% annually.

**Maintenance.** (b) The Pere Marquette shall pay 50% of the cost of maintenance and renewals of said cross-overs as well as 50% of the maintenance and renewals of the interlocker connection controlling same.

**Discontinuing use of cross-overs.** (c) In the event that the use of said cross-overs by the Pere Marquette shall interfere with the proper operation of the Ann Arbor trains or the trains of its tenants as determined by the Ann Arbor, then in that event the Pere Marquette shall install diamond frog crossings at its own expense and each company shall thereafter bear 50% of the cost of maintenance and renewals.

**Connecting track to reach N. Y. C.** 7. The Pere Marquette is given the right to use the connecting track so far as it is owned by the Ann Arbor, running from the main line tracks of the Ann Arbor to the New York Central track at Alexis and is permitted to construct at its own expense and maintain same at its sole expense a freight running track leading out from said wye track upon the following conditions:

**Valuation.** (a) The land owned by the Ann Arbor over which the connecting track referred to passes and over which the said new connecting track is to be constructed consists of .512 acres which at \$1,200.00 per acre makes a value of \$614.00.

The value of the culverts, grading, track and connections owned by the Ann Arbor is placed at \$8,416.75.

The value of the interlocker connection serving the present connecting track is placed at \$1,200.00.

**Rental.** Making a total value of \$10,231.15 upon which value the Pere Marquette shall pay the Ann Arbor 6% annually if used exclusively by the Pere Marquette and its tenants, but if used jointly by the Pere Marquette and its tenants with the Ann Arbor and its tenants then the Pere Marquette shall pay 3% annually upon such valuation.

**Maintenance.** (b) The Ann Arbor shall maintain the present connecting track referred to and the Pere Marquette shall pay the Ann Arbor the total cost of such maintenance if said track is used exclusively by the Pere Marquette and its tenants, but if used jointly by the Pere Marquette

and its tenants with the Ann Arbor and its tenants then the Pere Marquette shall pay 50% of the maintenance and renewal of said track and sub-structure as owned by the Ann Arbor.

(c) In the event that the Ann Arbor requires the use of said present connecting track exclusively for its use and that of its tenants then and in that event the Pere Marquette shall re-arrange its tracks upon 6 months' notice in writing.

Discontinuing  
use of con-  
necting track.

8. The Pere Marquette desires to connect the track to be constructed out of the present connecting track at Alexis to be connected with the Alexis interlocker. The Pere Marquette desires also to construct a main track on its own right of way from the Dixie Highway crossing easterly crossing of Michigan Central and New York Central Railroads to a connection with the Toledo Terminal Railroad at Hallett. For the purpose of protecting these crossings of the Michigan Central and of the New York Central as well as the inclusion of the switch out of the present connecting track, the Pere Marquette will be permitted to have the Alexis interlocker increased under agreement with the Michigan Central and subject to the approval of the Ann Arbor upon the following terms:

Enlargement  
of Alexis  
interlocker.

(a) The Pere Marquette will pay the entire cost of necessary additions to the interlocker.

Cost of  
enlargement.

(b) The maintenance and operation of said interlocker other than the leverman's salary thereafter will be divided among the roads involved on the unit basis.

Cost of main-  
tenance and  
operation.

(c) The leverman's salary will be divided among the interested roads share and share alike.

9. The Pere Marquette for the purpose of connecting with the Toledo Terminal at Hallett will be permitted to enter Hallett interlocker under proper agreement with the Ann Arbor, subject to the approval of the Toledo Terminal upon the following conditions:

Connecting  
tracks to  
Hallett  
interlocker.

(a) That it shall pay the entire cost of any additions to the Hallett interlocker to accommodate such connection.

Division of  
expense.

(b) That it shall pay its proportion of the maintenance and operation other than leverman's salary upon the unit or functional basis.

(c) That the leverman's salary shall be equally divided among the roads sharing in said interlocker.

This memorandum, when approved by the President and General Manager of the Pere Marquette, and by the President of the Ann Arbor, shall form the basis of a contract to be prepared by the Legal

This memo.  
to be basis  
of contract.

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.*

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**AGREEMENT**

between

**ALMA SUGAR COMPANY**

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

and

**ANN ARBOR RAILROAD COMPANY**

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

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[*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