

AGREEMENT

between

ANN ARBOR RAILROAD COMPANY

and

PERE MARQUETTE RAILROAD COMPANY

For Connecting Track and Tracks to Serve the Alma Cold Storage Company and the Alma Manufacturing Company at Alma, Michigan.

[Dated June 30, 1903.]

Parties.

MEMORANDUM OF AGREEMENT, made this 30th day of June, A. D. 1903, between the AARR COMPANY, hereinafter called the Ann Arbor, a corporation of the state of Michigan, of the first part, and the PMRR COMPANY, hereinafter called the Pere Marquette, a corporation of the state of Michigan, of the second part.

Recitals.

WHEREAS, the Alma Cold Storage Company and the Alma Mfg. Company are constructing warehouses and factory buildings upon the property indicated by the lines D, E, F, G, D, on the attached blue print, and have arranged with the Pere Marquette for the construction and maintenance of side tracks about as indicated by the black lines on attached blue print, and in accordance with a previous understanding between the parties hereto, the PMRR is to give the AARR the right to cross the Pere Marquette main track with its engines for the purpose of reaching said warehouses and factory buildings.

Covenants.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Rights granted
A. A.

1. That the AARR is granted the right to a track connection with the Pere Marquette main line and to a track from said point of connection with the Pere Marquette to a point of connection with the proposed side tracks leading to said warehouses and factory buildings, about as indicated by the red lines "A-X" on blue print attached hereto. The Pere Marquette reserves the right to do all the work on its premises either of putting in said track connection and track, or of subsequently maintaining or operating the same, and for all such

P. M. to do
all the work
on its premises.

work it may bill against the Ann Arbor which hereby agrees to pay for same.

2. That the cost of construction and maintenance of said connecting track, as indicated by the red lines on the blue print attached hereto, including the switches, frogs, switch ties, rail, and all other material necessary for the construction and maintenance of said track, and including also the cost of construction, maintenance and operation of all safety appliances that may at any time be provided in connection with said connecting track by mutual agreement or legal authority, shall be borne by the Ann Arbor.

A. A. to bear cost of construction and maintenance of connecting track.

3. That the Pere Marquette shall have the right to make track connection with said Ann Arbor connecting track at any point thereon or to cross said connecting track with other tracks as may be necessary in the operation of its business; it being understood and agreed that if the Pere Marquette shall desire to build additional main tracks or side tracks upon its right of way or other property it shall have the right to require the relocation and reconstruction at the expense of the AARR of said connecting track and crossing in such a manner as shall permit of the construction and operation of said main tracks and side tracks.

P. M. may connect or cross the connecting track.

P. M. may require A. A. to relocate connecting track at the expense of the A. A.

4. That if the parties hereto shall fail to agree as to what safety appliances are necessary or proper at said crossing the matter shall be referred to the Railroad Commissioner for determination.

Safety appliances to protect crossing.

5. That the Pere Marquette hereby grants to the AARR the right to cross its main track at the point of crossing marked "A" on the attached blue print, with its engines for the purpose of switching loaded and empty cars to and from the Alma Storage Company's warehouses and to and from the Alma Mfg. Company's buildings, and for no other purpose, and this grant is upon the condition that the Ann Arbor shall use said crossing in such manner as will not in any way interfere with the movement of the regular trains of the Pere Marquette; and further, that the movement of the Ann Arbor engines over said crossing shall be subject to reasonable rules and regulations of the Pere Marquette; provided, however, that if the Railroad Commissioner, or other legal authority, shall require a full interlocker or the maintenance of a watchman at said crossing for the protection thereof, it is mutually agreed that in such an event the engines of the Ann Arbor shall have the right to use said crossing upon telegraphic train orders to be given by the Pere Marquette..

P. M. grants A. A. right to cross its main track to reach Alma Storage Co. and Alma Mfg Co.

Regulations for use.

Protection of crossing by interlocker or watchmen if necessary.

Division of
expense for
maintenance
of tracks serv-
ing industries.

Term.

6. That the parties shall bear in equal proportion, the expense of maintenance of the tracks necessary to accommodate the Alma Cold Storage Company and the Alma Mfg. Company about as indicated by the black lines on the blue print attached hereto, it is being understood and agreed that either party hereto, if it desires to discontinue the use of said tracks, shall have the right to at any time (after 30 days' notice to the other parties of its intention so to do), to remove one-half of the said side tracks that may have been constructed in accordance with this clause of this agreement, and upon the removal of one-half of said side tracks its rights and obligations upon the remainder of said side tracks shall cease.

Liability.

7. The Ann Arbor hereby assumes liability for all damages or injuries to person or property that may arise from the fact of its use of said crossing, or from the existence of said crossing, and it is agreed to save the Pere Marquette harmless from any such damage or injury.

Agreement
may be term-
inated if bus-
iness from the
track does not
warrant their
retention.

8. This agreement shall continue in force so long as the said Alma Cold Storage Company and the Alma Mfg. Company continue the operation of their business and shall give the parties hereto a reasonable amount of freight; provided, however, if the said Alma Cold Storage Company and the Alma Mfg. Company shall fail to give the Pere Marquette at least one-half of either competitive business to and from Alma it shall have the right, upon thirty days' notice to the Ann Arbor to terminate this agreement.

Execution.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

ANN ARBOR RAILROAD COMPANY,
By H. W. ASHLEY,
Asst. President.

PERE MARQUETTE RAILROAD COMPANY,
By M. J. CARPENTER,
Vice-Pres. and Gen'l Mgr.