

SUPPLEMENTAL AGREEMENT
 between
MICHIGAN SUGAR COMPANY
ANN ARBOR RAILROAD COMPANY
PERE MARQUETTE RAILWAY COMPANY
 and
DIRECTOR GENERAL OF RAILROADS

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

[Dated October 24, 1919.]

SUPPLEMENTAL AGREEMENT, made this 24th day of October, A. D. 1919, between THE MICHIGAN SUGAR COMPANY, a corporation of the state of Michigan, hereinafter for convenience called "the Sugar Company," party of the first part, and the ANN ARBOR RAILROAD COMPANY, hereinafter called "the Ann Arbor," and the PERE MARQUETTE RAILWAY COMPANY, hereinafter called "the Pere Marquette," and the undersigned DIRECTOR GENERAL OF RAILROADS, hereinafter for convenience called "the Director General," parties of the second part. Parties.

WHEREAS, on the thirteenth (13th) day of November, A. D. 1899, the predecessors in title of the railroad companies, parties of the second part, hereinbefore named, made an agreement with the predecessor of the party of the first part, viz.: the Alma Sugar Company, for the construction, maintenance, operation and use of certain side track facilities therein described, at Alma, Michigan, which agreement is now in force and binding on the parties hereto; and Recitals.

WHEREAS, the Sugar Company has requested said Pere Marquette and the Director General of Railroads operating the Pere Marquette Railroad to make certain additions and changes as hereinafter described, in the track facilities covered by the said agreement of November 13, A. D. 1899 (and all supplemental agreements thereto); and

WHEREAS, the said Pere Marquette and the said Director General

operating the Pere Marquette Railroad are willing to comply with said request upon the terms and conditions hereinafter set forth;

Covenants.

Sugar Co. shall construct two trestles and maintain them at their expense.

NOW, THEREFORE, it is agreed as follows:

(1) The Sugar Company shall furnish at its own expense, all the labor and material and construct two (2) trestles at the locations indicated by solid red lines within the said Sugar Company's beet shed for the accommodation of the two (2) proposed side tracks to be constructed under the provisions hereof, and the Sugar Company shall likewise, at its own expense, maintain the said trestles in a thoroughly safe and proper condition at all times, and if, at any time hereafter, any of the second parties hereto shall consider the said trestles unsafe for use, it is understood that they will not be required to operate upon the tracks laid upon said trestles or either of them.

P. M. to lift track.

(2) The said Pere Marquette and the Director General operating the Pere Marquette Railroad shall furnish all of the labor and lift fifteen hundred (1500) feet of the present side tracks now located in proximity to the said beet shed, to a workable grade level, and the expense thereof, plus eighteen (18%) per cent for material, and plus ten (10%) per cent for labor, shall be borne by the Sugar Company.

P. M. to construct two side tracks.

(3) The said Pere Marquette and Director General operating the Pere Marquette Railroad shall construct two (2) side tracks at Alma for the convenience of the said Sugar Company in receiving and shipping freight, said tracks to connect with the south beet shed track on the northerly side thereof at points seven hundred seventy (770) and eight hundred ninety (890) feet west of location stake 1655, and both extend in a westerly direction therefrom eight hundred thirty (830) feet and seven hundred ten (710) feet, respectively, making a total length of fifteen hundred forty (1540) feet as indicated in red on the said blue print, a part of each of the said side tracks to be located upon the trestles to be constructed as aforesaid, and the said side tracks shall be constructed upon the following conditions: The Sugar Company shall, at its own expense, do all the grading and furnish all the ties. The balance of the labor and material shall be furnished by the Pere Marquette and the said Director General operating the Pere Marquette Railroad at the expense of the Sugar Company. The Sugar Company shall pay to the Pere Marquette and the Director General operating the Pere Marquette Railroad in advance of the construction of the said side tracks and the lifting of the present track as aforesaid, the sum of Three Thousand

Exhibit.

Conditions.

Deposit.

Four Hundred Ten (\$3,410.00) Dollars, the estimated cost thereof (grading and ties excluded), and in case the actual cost, plus ten (10%) per cent for labor and eighteen (18%) per cent for material (grading and ties excluded) shall exceed said sum the Sugar Company will on demand pay the balance of such cost to the Pere Marquette and the Director General operating the Pere Marquette Railroad. The Pere Marquette and the Director General operating the Pere Marquette Railroad agree that in case the actual cost (grading and ties excluded) plus ten (10%) per cent for labor and eighteen (18%) per cent for material, shall be less than said sum they will refund the difference to the Sugar Company. The grading for the said side tracks and the construction of the said trestles shall be performed under the supervision of the Chief Engineer for the Pere Marquette Railroad and all work shall be done in a manner satisfactory to him or his representative.

(4) The said side tracks shall be constructed and maintained according to the provisions of Section 1 of General Order No. 15 of the Director General of Railroads, bearing date of March 26, 1918, as follows: "The following requirements must be observed in respect of the construction, maintenance, and operation of new industry tracks and in respect of the operation and maintenance of existing industry tracks:

Construction and maintenance to be in accordance with General Order No. 15.

1. As to new industry tracks:

(a) The industry shall pay for, own and maintain that part of the track beyond the right of way of the railroad company;

(b) The railroad company shall pay for, own and maintain that part of the track on the right of way from the switch point to the clearance point;

(c) Generally speaking, an industry shall pay for and maintain (although in special cases the railroad company may do so) and the railroad company shall own, that part of the track on the right of way from the clearance point to the right of way line.

(d) If the industry fails to maintain in reasonably safe condition the part of the track which it is required to maintain, the railroad company may disconnect the track or refuse to operate over it when not in such condition;

(e) The railroad company shall have the right to use the track when not to the detriment of the industry;

(f) The foregoing terms and conditions should be embodied in a written contract between the industry and the railroad company."

The use of the whole or any part of said side tracks by the second parties for other business than that of the first party as aforesaid, shall be without any allowance therefor to the first party and without restriction except as herein stated.

Maintenance.

(5) The said side tracks constructed under the provisions hereof shall be maintained by the Pere Marquette and the Director General operating the Pere Marquette Railroad and the cost of such maintenance shall be borne as follows:

(a) For said part of the present tracks to be lifted as aforesaid, viz.: Fifteen hundred (1500) feet shall be borne by the Pere Marquette and the Director General operating the Pere Marquette Railroad, and the material therein shall be and remain the property of the Pere Marquette.

(b) For the two (2) said side tracks constructed under the provisions hereof, a total length of 1,540 feet shall be borne by the Sugar Company, and all material therein shall be and remain the property of the Sugar Company after the payment provided for in paragraph 3 hereof has been made by the said Sugar Company to the Pere Marquette and the Director General operating the Pere Marquette Railroad.

Accounting
during Federal
control.

(6) During the period of Federal control of the Pere Marquette Railway, the Director General of Railroads operating the Pere Marquette Railroad shall construct, maintain and pay for that portion of said side track mentioned in (b) and (c) above, which the Railway Company, party hereto, is required or permitted to pay for, and maintain, under the terms of said Section 1 of General Order No. 15, and shall charge the cost of construction of the same to the Railway Company on the Federal books relating to the operation of the property of the Railway Company by the Government of the United States and kept by the Federal Officers in charge thereof, said cost to be accounted for hereafter as between said Government and said Railway Company.

Supplemental
to agreement,
Nov. 13, 1899.

(7) The said side tracks constructed under the provisions hereof when completed shall constitute a part of the facilities covered by the said agreement of November 13, 1899, hereinbefore referred to (and all supplemental agreements thereto), and the express provisions of the said agreement shall govern when not in conflict with the provi-

sions hereof. This agreement shall terminate with the said agreement of November 13, 1899. Term.

(8) Each and all of the terms and provisions of this agreement are made and entered into with the understanding that they will become automatically modified or cancelled whenever and to the extent that such modifications or cancellation is required in order to comply with the present or future laws or regulations of the United States Government. Provisions to be modified or cancelled, to comply with laws or regulations of U. S. Gov't.

(9) This agreement of the Director General of Railroads, shall not extend beyond the period of Federal control of railroads and unless sooner terminated, shall, as to him, terminate at the end of such Federal control, but shall thereafter remain in full force and effect as between first party and the Pere Marquette Railway Company, and the Ann Arbor Railroad Company, subject to the right of the Railroad Companies to terminate the same as herein provided. Term of the Director General of railroads.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in quadruplicate the day and year first above written. Execution.

MICHIGAN SUGAR COMPANY,
By "W. H. WALLACE,"
Its General Manager.

ANN ARBOR RAILROAD COMPANY,
By "NEWMAN ERB,"
Its President.

PERE MARQUETTE RAILWAY COMPANY,
By "C. S. SIKES,"
Its Vice-President.

DIRECTOR GENERAL OF RAILROADS,
By "FRANK H. ALFRED,"
Federal Manager Pere Marquette Railroad.

By "E. F. BLOMEYER,"
Federal Manager Ann Arbor Railroad.