

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.]

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."

WHEREAS, the parties hereto own jointly one-half (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 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.

WHEREFORE, this writing WITNESSETH:

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

Parties.

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City of
for

agreement, and shall render bills monthly to the Ann Arbor for Forty and Five-tenths (40.5) per cent of the total expense of all water supplied to said tank by said city, and for the same proportion of all the maintenance expenses of said joint tank and its connections in so far as the joint facilities of the parties hereto are concerned, which bills the Ann Arbor agrees to promptly pay after presentation. The Pere Marquette agrees to bear the balance of said expenses, viz.: Fifty-nine and Five-tenths (59.5) per cent.

Bills vs. A. A. for water and maintenance.

A. A. agrees to pay bills promptly.

2. If any additional stand pipes or connections with the said joint tank are hereafter required by either of said parties the expense of the construction and maintenance thereof shall be borne by the party requiring such additional facilities.

Additional stand pipes. Expense to be borne by the company requiring same.

3. This agreement shall continue in force for a period of one (1) year from the date hereof, and thereafter until terminated by thirty (30) days' notice in writing from either party to the other of its desire to terminate the same.

Term.

4. This agreement supersedes and terminates the agreement between the Pere Marquette Railroad Company and the Ann Arbor Railroad Company relating to the construction, maintenance and use of joint water station of the parties hereto at the point aforesaid, bearing date of December 8, A. D. 1902.

Supersedes agreement dated Dec. 8, 1902.

5. The Receivers of the Pere Marquette Railroad Company join in this agreement for the sole purpose of expressing their assent and giving effect thereto and of obtaining all the benefits thereof, during the continuance of the receivership. This agreement shall not be construed as a grant by the Receivers of any rights or privileges beyond the period of the receivership.

Receivers join in this agreement during Receivership.

IN WITNESS WHEREOF, the parties hereto have executed this writing in duplicate, the day and year first above written.

Execution.

PERE MARQUETTE RAILROAD COMPANY,
By (Sgd.) FRANK H. ALFRED,
Its General Manager.

FRANK W. BLAIR, DUDLEY E. WATERS,
PAUL H. KING, Receivers of the PERE
MARQUETTE RAILROAD COMPANY,

ANN ARBOR RAILROAD COMPANY, By (Sgd.) FRANK H. ALFRED,
By (Sgd.) R. W. TOWSLEY, *Their General Manager.*
Its Vice-Pres. and G. M.