

AGREEMENT
 between
PERE MARQUETTE RAILWAY COMPANY
 and
ANN ARBOR RAILROAD COMPANY

For Passenger Station and Platform, Baggage Room Building,
 Freight House and Platform and Interlocker Tower at
 Thompsonville, Michigan.

[Dated July 1, 1920.]

Parties. MEMORANDUM OF AGREEMENT, made this 1st day of July, A. D. 1920, between the PERE MARQUETTE RAILWAY COMPANY, hereinafter called "the Pere Marquette," and the ANN ARBOR RAILROAD COMPANY, hereinafter called "the Ann Arbor."

Recitals. WHEREAS, at the station of Thompsonville, Michigan, where the Ann Arbor crosses the Pere Marquette, certain station facilities are owned exclusively by the Pere Marquette, and certain station facilities are owned exclusively by the Ann Arbor, and certain station facilities are owned jointly by the parties hereto; and

WHEREAS, it is desired by the parties hereto to provide for a joint operation of station facilities at Thompsonville; and

WHEREAS, it is further desired to cover such arrangement by written contract;

Covenants. THEREFORE, THIS AGREEMENT WITNESSETH:

I.

Property included. The property to be included in the arrangement covered by this contract shall be the passenger station and platform along the Pere Marquette track now owned exclusively by the Pere Marquette; baggage room building adjoining said passenger station now owned exclusively by the Ann Arbor, as well as a wood platform along the Ann Arbor tracks and appurtenant to said station now owned exclusively by the Ann Arbor, and the freight house and platform, interlocker tower, owned jointly by the parties hereto.

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.

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.

A. A. agrees to pay bills promptly.

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.

II.

The number of employes engaged to operate said station at Thompsonville and their rates of pay shall be determined by the Superintendents of the parties hereto.

Number of employes and rates of pay shall be determined by Superintendents.

III.

The Pere Marquette will provide a station agent and all other employes necessary to operate the station at Thompsonville, including the necessary levermen or leverman operators for handling the interlocker.

P. M. will provide the employes.

IV.

All salaries and wages of agents and employes engaged in the joint operation hereby undertaken shall be paid in the first instance by the Pere Marquette, and the Pere Marquette shall bill on the Ann Arbor monthly for 40% thereof; and the Ann Arbor hereby agrees to pay such bills promptly.

P. M. to operate. Division of expense.

V.

The Pere Marquette will have charge of maintaining the property mentioned in paragraph I, together with all walks and platforms used in the joint operation herein provided for, and the cost of repairing, maintaining and holding such property shall be borne in the first instance by the Pere Marquette and the Ann Arbor shall pay one-half thereof, promptly on being furnished bills therefor by the Pere Marquette.

P. M. Ry. to maintain. Division of expense.

VI.

In addition to the amounts which it is required herein to pay to the Pere Marquette, the Ann Arbor shall pay monthly to said Pere Marquette the sum of Nine Dollars (\$9.00), representing a charge for the excess value of the facilities owned by the Pere Marquette over those owned by the Ann Arbor.

Rental.

VII.

Each party hereto shall furnish its own blanks, stationery and office supplies. All other supplies, including fuel and light, shall be furnished by the Pere Marquette. The Pere Marquette shall bill on the Ann Arbor monthly for 50% of the cost thereof; and the Ann Arbor shall promptly pay such bills.

Stationery and other supplies.

VIII.

All employes engaged in carrying out the work covered by this agreement shall be joint employes.

Definition of joint employes.

IX.

Passenger and
baggage shall
be considered
the business of.

1. Passengers and their baggage originating at Thompsonville shall be deemed the business of the Company over whose line said passengers and their baggage shall have procured or shall intend to procure transportation.

2. Passengers and their baggage arriving at said station over the line of one of the parties hereto for purposes other than interchange, shall be deemed the business of the company over whose line such passengers and baggage arrived.

3. Passengers and their baggage arriving at said station for interchange shall be deemed the passengers and baggage of the delivering company until they have been safely landed upon the station platform, and thereafter they shall be considered the business of the forwarding company.

X

Freight shall
be considered
the business of.

1. All freight originating at Thompsonville shall be deemed the business of the company over whose line said freight is to be transported.

2. All freight arriving at said station for local delivery shall be deemed the business of the company over whose lines said freight arrives.

3. Less than carload freight arriving at said station for interchange shall be deemed the business of the company over whose line the freight is to be transported from the time it arrives at said station. Carload freight arriving at said station for interchange shall be deemed the business of the receiving company when such cars are placed on the interchange track.

XI.

Liability.

1. Each company, as between the parties hereto, shall be solely liable for all loss, damage or injury resulting solely from the negligence of its sole officers or employes.

2. Each company, as between the parties hereto, shall pay any amount which may be required to discharge any liability which may arise from an injury to its sole employes or to its passengers or their baggage, or from damage to freight (when such freight is its business as defined in this contract), and shall bear any loss or damage sustained by it as a result of:

(a) Negligence or fault of a sole employe of one railroad concurring with the negligence or fault of a sole employe of the other railroad.

(b) The negligence or fault of a joint employe.

(c) The concurring negligence or fault of a joint employe and a sole employe of the other road.

(d) Negligence occurring under circumstances from which it cannot be determined whose officers or employes were at fault.

3. The amount of any loss, damage or liability of whatsoever nature, arising from any cause not mentioned herein, shall be borne by said railroads equally, share and share alike.

XII.

This agreement shall be binding upon the successors and assigns of the parties hereto. Binding upon successors and assigns.

XIII.

This agreement shall be effective as of March 1, 1920, and shall continue until thirty days' written notice has been given by one party to the other of its intention to terminate the same. Effective date.
Term.

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

PERE MARQUETTE RAILWAY COMPANY,
By (Sgd.) FRANK H. ALFRED,
President and Genl. Manager.

ANN ARBOR RAILROAD COMPANY,
By (Sgd.) E. F. BLOMEYER,
Vice-Pres. and General Manager.