

AGREEMENT

between

GRATIOT COUNTY GAS COMPANY

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 Industrial Side Tracks Serving Gratiot County Gas Com-
pany at Alma, Michigan.

[Dated June 19, 1914.]

AGREEMENT, made this 19th day of June, A. D. 1914, between Parties.
the GRATIOT COUNTY GAS COMPANY, a corporation of the state of
Michigan, party of the first party, and 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 Company,
all hereinafter called "the Pere Marquette," and the ANN ARBOR
RAILROAD COMPANY, a corporation of the state of Michigan, herein-
after called "the Ann Arbor," parties of the second part.

The first party has requested the second parties to construct one Recitals.
side track to be located at Alma, Michigan, connecting with the second
parties joint track one hundred sixty-four (164) feet west of Loca-
tion Stake No. 1670 and extending in a northeasterly direction three
hundred thirty (330) feet, for the convenience of the first party in
receiving and shipping freight. In consideration of the representa-
tions, promises and undertakings of the first party and upon the con-
ditions and with the reservations hereinafter stated, the second parties
hereby agree to comply with such request as soon as practicable after
the execution of this agreement.

WHEREFORE, THIS WRITING WITNESSETH:

Covenants.

1. Said side track shall be constructed substantially according
to the plan hereto attached, one hundred ten (110) feet, or there-
abouts, thereof being upon land owned or controlled by the first party,
and ninety-five (95) feet being upon Elm Street, and one hundred

Location.

Authority to construct on land owned or controlled by the applicant.

twenty-five (125) feet or thereabouts being upon land owned or controlled by the second parties. The first party hereby represents that it has lawful authority to permit the second parties to construct and use said side track according to said plan and the terms of this agreement, beyond the limits of the second party's premises; and the first party hereby grants to the second parties, the right to construct and use said side track in accordance with the terms hereof, and hereby agrees to indemnify and save the second parties harmless of and from all damages, costs and expenses that may be suffered or incurred by either on account of any claim of trespass or other claim by any third party or parties, arising from the construction or use of said side track.

Material to be furnished by P. M. R. R. Co.

2. The material for the construction of said side track shall be furnished by the Pere Marquette Railroad Company through its Receivers. The first party agrees to pay to the Receivers of the Pere Marquette Railroad Company in advance of the construction of the said side track, the sum of Five Hundred Twenty-seven and 45-100 (\$527.45) Dollars, the estimated cost thereof, and in case the actual cost shall exceed said sum, it will, on demand, pay the balance of such cost to the Receivers of the Pere Marquette Railroad Company. The Receivers of the Pere Marquette Railroad Company agree that in case the actual cost shall be less than said sum, they will refund the difference to the first party.

Ownership.

The said side track, including ties, rails, switches and crossing material, if any, shall be and remain the property of the second parties or their assigns, and under their exclusive control, except as herein otherwise stated; and the second parties shall have the right to use the whole or any part of said side track for other business than that of the first party, when it will not interfere with the first party's business; without any allowance therefor to the first party and without restriction except as herein stated.

Routing of freight.

3. One of the principal inducements for the construction of said side track by the second parties is to secure to the second parties as much as possible of the freight to be shipped in connection with the business carried on by the first party, along or near said proposed side track, and in consideration of the agreements of the second parties herein contained, the first party hereby agrees that from the date hereof, all freight shipped by the first party in connection with said business (and all freight shipped to it so far as it controls the ship-

ment thereof) shall be shipped over the railroads of the second parties whenever, either alone or in connection with other lines, they shall be willing to carry the same at rates equally favorable with those actually offered by another carrier. And the first party shall at all times during the continuance of this agreement, give the second parties opportunity to meet the rates of a competitor before shipping any such freight by another carrier.

4. The first party recognizes that the movement of cars on and about said side tracks involves risk of loss by fire. The first party hereby assumes all such risk of fire, and releases the second parties from liability, statutory or otherwise, for any loss or injury by fire sustained in respect to buildings owned by the first party, or personal property belonging to or in charge of the first party, now situated or hereafter placed in the vicinity of said side track, whether such loss or injury be due to negligence of the second parties or the employes of either, or to other causes. The first party agrees to keep the grounds in the vicinity of said side track, including the grounds on both sides thereof, reasonably free and clear of inflammable and combustible material, so as to prevent the starting of fire or the spread of fire by means thereof, and the first party hereby assumes all duty concerning the condition of such grounds, and releases the second parties from all liability, statutory or otherwise, on account of fires that may be due in whole or in part, to the condition of said grounds or to an engine operated over the railroads of the second parties. The first party further agrees that before or at the time of procuring fire insurance on any of its buildings or personal property, now or hereafter situated in the vicinity of said side track, it will distinctly give notice to each and every insurance company about to issue a policy to the first party on such buildings or personal property, of the substance and purport of this agreement, so that each interested insurance company shall know that it will acquire no right of subrogation, or otherwise, to recover of the second parties for any loss by fire; and the first party agrees to indemnify the second parties from all damages, costs and expenses on account of claims that may be made by any insurance company or any other party on account of the burning of any buildings or personal property, belonging to or in charge of the first party, located in the vicinity of said side track.

5. The first party agrees that it will not erect, or permit to be erected, any structure, temporary or otherwise, over or above said

Loss by fire
to building
and property
of the appli-
cant.

Clearance of
structures
constructed
by applicant.

10. The lessees, successors, or assigns of each party hereto, shall have all the rights and be subject to all the agreements herein stated; but any assignment by the first party of its rights under this agreement shall be void unless given with the written consent of the General Manager of the second parties.

The lessees successors and assigns are bound.

11. 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; and this agreement shall not be construed as a grant by the Receivers of any rights or privileges beyond the period of the receivership for the said Pere Marquette Railroad Company.

Receivers to be bound during Receivership only.

12. Upon the payment of the sum provided for in paragraph 2 hereof, the first party shall become an owner of an interest in said side track to the extent of such payment, and the first party agrees to sell, and the Pere Marquette and the Ann Arbor each agree to purchase for itself one-half the said interest of the first party for a sum equal to said payment, payable in installments computed at the rate of one (\$1.00) dollar per car on all carloads of freight shipped outbound or inbound by or to the first party over the said side track via the lines of either of the second parties on which the proportion of freight revenue accruing to either of the said second parties shall be equal to or in excess of twelve (\$12.00) dollars on any one carload. Settlements to be made as of December 31st of each year for the twelve months then ended.

Purchase of track by railroads through refunds of \$1.00 per car.

Separate statements shall be rendered by the first party direct to each of the second parties for all cars moving over the said side track via their respective lines applicable to the provisions hereof and each of the second parties hereby agrees to make the payments herein provided direct to the first party for all cars moving over their respective lines.

Execution.

Upon completion of the payments herein provided for the second parties shall become the owners of the said interest of the first party in said side track and said side track shall thereafter be and remain the property of the second parties.

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

GRATIOT COUNTY GAS COMPANY,
By (Sgd.) C. F. BROWN,
President.

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

FRANK W. BLAIR, DUDLEY E. WATERS, PAUL H. KING,
Receivers of the Pere Marquette Railroad Company,
By (Sgd.) FRANK H. ALFRED.

ANN ARBOR RAILROAD COMPANY,
By (Sgd.) R. A. TOWSLY,
Its Vice-Pres. and Gen. Mgr.

SUPPLEMENTAL AGREEMENT

between

GRATIOT COUNTY GAS COMPANY
PERE MARQUETTE RAILWAY COMPANY
and
ANN ARBOR RAILROAD COMPANY

For Industrial Side Tracks Serving Gratiot County Gas Company at Alma, Michigan.

[Dated December 21, 1917.]

Parties.

SUPPLEMENTAL AGREEMENT, made this 21st day of December, A. D. 1917, between the GRATIOT COUNTY GAS COMPANY, a corporation of the State of Michigan, party of the first part, and the PERE MARQUETTE RAILWAY COMPANY, a Michigan corporation, hereinafter called "the Pere Marquette" and the ANN ARBOR RAILROAD COMPANY, a Michigan corporation, hereinafter called "the Ann Arbor," parties of the second part.

Recitals.

The first party has requested the second parties to relocate 264.5 feet of the present side track to its plant at Alma, Michigan, as indi-