

AGREEMENT

between

THE FLINT & PERE MARQUETTE RAILROAD CO.

and

THE TOLEDO, ANN ARBOR & CADILLAC RAILWAY COMPANY

For Crossing and Passenger Station at Clare, Michigan.

[Dated August 11, 1887.]

IT IS AGREED between the FLINT & PERE MARQUETTE RAILROAD Parties.
COMPANY, party of the first party, and the TOLEDO, ANN ARBOR &
CADILLAC RAILWAY COMPANY, party of the second part, as follows:

WHEREAS, the said second party has filed an application with the Recitals.
Railroad Crossing Board, at Lansing, for the approval of a map of
a line of railroad, in Clare county, Michigan, which map as drawn
represents the line of the second party as crossing the line of the
first party just west of Clare Station, and then again crossing the
line of the first party, known as the Harrison Branch, just north of
Harrison Junction; and

WHEREAS, the said first party opposed the approval of the said
map on account of the danger to its trains from the crossing of the
Harrison Branch at the foot of a steep grade, and for other reasons;
and the parties hereto have got together and agreed upon a change
of the line which involves the abandonment by the first party of the
station at Harrison Junction, and the erection and maintenance of a
Union Station for both parties hereto at Clare, at a point different
from where the present station of the first party at Clare is located,
which agreement is as hereinafter stated.

NOW, THEREFORE, the parties hereto agree with each other that Covenants.
the facts stated in the foregoing recital are true, and

(2) The party of the second part agrees to change the point of Change point
crossing the main line of said first party at Clare, from the line shown of crossing.
on the proposed map, to a line as indicated on the map attached to
this agreement and described by a full red line upon a five degree

curve. That the said second party shall construct its said road upon such line to a point of intersection with its present graded roadbed north of Clare, or substantially so, as may hereafter be arranged by said parties.

Right of way
and road bed.

(3) Said second party shall furnish to said first party a right of way from its main line in the village of Clare to Harrison Junction, and north of its own right of way, as shall be finally adopted after these articles are executed, fifty feet in width. This right of way shall include proper approaches by curves to the main line of the track of said first party at Clare, and to the Harrison Branch north of the present proposed crossing. Said second party shall furnish the said first party a graded roadbed over the line so indicated, from the main line at Clare to the point of divergence of the Harrison Branch, free of cost to said first party, and within the limits of the right of way of fifty feet referred to.

Extend
siding.

(4) Said second party shall be at the cost of extending the present siding at Clare westward from its present western terminus so that said first party shall have a side track west of the point of crossing eighteen hundred feet long; and shall be at the cost of changing three switches necessary to make this change. It is also agreed that the crossing frog at the crossing at Clare shall be of rail four inches in height.

Approval of
Chief
Engineer.

(5) The work done by said second party shall be subject to the approval of Wm. B. Sears, Chief Engineer of said first party, before acceptance.

Crossing at
Farwell.

(6) Said second party hereby agrees that it will make no application for a crossing of first party's track at Farwell for the purpose of a track to Edmund Hall's mill, if the latter shall be constructed. But agreed that it will negotiate with said first party for the use of its present track south of Farwell which shall be approached by switches and not to crossings. And said second party will pay for the use of said side track and switches and the privilege of crossing such as may be agreed upon or as may be awarded by the Railroad Commissioner.

Construction
and mainten-
ance of passen-
ger station.

(7) Said second party will unite with said first party in the construction and maintenance of a joint passenger station at the point of crossing at Clare, such station to cost approximately twenty-five hundred dollars. The expense of such station to be borne jointly and equally by the two parties.

(8) The said first party agrees that, in consideration of the performance by said second party of the undertakings herein set forth, it will change the line of its Harrison Branch from a point north of the proposed crossing of that branch by said second party, and construct that line into the village of Clare, abandoning so much of the present Harrison Branch as extends from that point of divergence to Harrison Junction, and will abandon Harrison Junction as a station. That it will join with the said second party in the construction and maintenance of a joint passenger station, as hereinbefore provided, at Clare. And that on the performance of these undertakings by the said second party it will consent to the approval by the said Crossing Board of a map to be amended in accordance with these provisions.

Change line
of Harrison
Branch.

(9) The work herein specified shall be completed by the 1st day of October, 1887.

Date of
completion.

THE FLINT & PERE MARQUETTE R. R. CO.,

By R. C. POTTER,

Vice-President.

THE TOLEDO, ANN ARBOR & CADILLAC RY. CO.,

By J. N. ASHLEY, SR.,

Vice-President.

East Saginaw, Mich., August 11, 1887.