

**AGREEMENT**  
 between  
**ANN ARBOR RAILROAD COMPANY**  
 and  
**PERE MARQUETTE RAILWAY COMPANY**

---

**For Crossing of Tracks and Interlocker at Ann Pere, Michigan.**

---

[Dated May 1, 1918.]

Parties.

AGREEMENT, made this 1st day of May, 1918, between the PERE MARQUETTE RAILWAY COMPANY, a corporation organized under the laws of Michigan, hereinafter referred to as "the Pere Marquette," and the ANN ARBOR RAILROAD COMPANY, also a corporation organized under the laws of Michigan, hereinafter referred to as "The Ann Arbor."

WITNESSETH :

Recitals.

WHEREAS, the tracks of the Ann Arbor and the Pere Marquette intersect and cross each other at grade at Ann Pere, Livingston County, Michigan,

AND WHEREAS, a crossing was put in and a first class Interlocking Plant installed to protect and facilitate the movement of trains over said crossing,

AND WHEREAS, the maintenance of the crossing and the maintenance, renewal and operation of the Interlocking Plant has been under the supervision of the Ann Arbor under contract dated June 16th, 1908, between the Ann Arbor and the Pere Marquette Railroad Company,

AND WHEREAS, said Interlocking Plant was recently destroyed by fire and has been replaced by the Pere Marquette at the joint expense of the Pere Marquette and the Ann Arbor,

AND WHEREAS, the Pere Marquette has made certain alterations and extensions to the Interlocking Plant at its sole cost and for its sole benefit,

AND WHEREAS, it is desired by the parties hereto to continue the joint operation and maintenance of said Interlocking Plant substantially as provided for in said agreement of June 16th, 1908, except that the operation and maintenance shall be under the direction of the Pere Marquette instead of the Ann Arbor;

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained it is agreed: Covenants.

1. (a) The Pere Marquette will maintain and renew the said Interlocking Plant and the expense thereof shall at all times be divided between the parties hereto on a unit basis, each company assuming the proportion which the units in its track or tracks bears to the total number of units in the plant as shown by Exhibits A and B. Maintenance of interlocker.

Exhibit "A" attached hereto and made a part hereof is a track and signal plan showing the arrangement of tracks and Interlocking. Exhibit.

Exhibit "B," attached hereto and made a part hereof, is a table showing the unit values of the Interlocking Plant and their distribution between the parties hereto.

1. (b) The Pere Marquette will maintain and renew the Crossing, and the expense thereof shall be divided between the parties hereto in equal proportions, one-half ( $\frac{1}{2}$ ) to each. Maintenance of crossing.

2. The Pere Marquette will operate said Interlocking Plant and the expense for Levermen shall be divided between the parties hereto one-half to each Company; but should either party hereto require the services of a telegraph or telephone operator or operators who may perform telegraph and telephone duties only, or who may perform the duties of telegraph and telephone operators in addition to those of Levermen, then the party or parties for whom such telegraph or telephone service is performed shall pay the cost thereof in excess of the cost of Levermen. If such additional service is performed for both parties the expense thereof shall be borne by them equally. Operation of interlocker.

3. The cost and expense of maintaining and renewing the crossing, and of maintaining, renewing and operating the Interlocking Plant shall be paid in the first instance by the Pere Marquette, and the Ann Arbor hereby agrees that it will promptly pay to the Pere Marquette at the end of each month upon the presentation of a bill thereof its proportion of the costs and expenses as agreed upon in the preceding paragraphs. Rendition and payment of bills.

4. If either party hereto shall desire any alterations or extensions to the Interlocking Plant, such alterations or extensions shall be made by the Pere Marquette, and the cost thereof shall be paid by the party for whose benefit they are made. Alterations or extensions to interlocker.

5. No alterations or extensions shall be made to the said Interlocking Plant until the plans and specifications for the same have been approved by the proper officers of the parties hereto unless such alterations be approved. Plans for alterations and extensions to be approved.

tions or extensions are made by virtue of a lawful order of the Michigan Railroad Commission according to plans approved by said Commission.

New exhibits  
to be made.

6. In case any alterations or extensions are made a new track and signal plan, Exhibit "A," and a new plan, Exhibit "B," shall be initialed by the Engineers of the parties hereto, attached to this contract and become a part thereof, and shall supersede the original exhibits as attached to this contract. Such new plans shall show the altered or enlarged track and Interlocking arrangement; and the unit values and the distribution between the parties hereto of the altered or enlarged track and Interlocking arrangement.

Joint employes  
defined.

7. The Pere Marquette will employ competent persons to operate, maintain and renew said Interlocking Plant and Crossing. The Ann Arbor may at any time require the discharge of any employee engaged in the operation of said Interlocking Plant by serving on the Pere Marquette a written notice signed by proper officers of the Ann Arbor. All employes engaged in the maintenance, renewal or operation of said Interlocking Plant and Crossing (including telephone and telegraph operators when performing duties as such operators, if they perform services for both companies), shall be considered joint employes of the parties hereto.

Liability.

8. Should any damage be caused to the said Interlocking Plant, or Crossing, or to the tracks in connection therewith, by reason of any defects in the Plant or materials used in connection with said Interlocking Plant or Crossing, or by reason of the sole negligence of joint employes, the cost of repairs shall be charged to maintenance and divided equally between the parties hereto. Should any damage be caused to said Interlocking Plant, or Crossing, or to the tracks in connection therewith, exclusively by the negligence of the sole employes of either or both of the parties hereto, or by the concurrent negligence of joint employes and the sole employes of either or both of the parties hereto, the entire cost of repairs shall be defrayed by the party or parties whose sole employes caused or contributed to said damage, and if the sole employes of both parties are involved, such cost shall be divided between them equally.

9. All liability for loss, damage or injury to the joint employes, however caused, shall be borne by the parties hereto in equal portions, share and share alike.

10. If damage shall occur to the property of either party hereto,



or to property in the custody of either of them as a Carrier, or injury shall be sustained by their respective sole employes or the passengers of either of them at said Crossing, all liability therefor, however the same may be caused, shall be assumed and borne by the Company whose property, sole employes, or passengers are so damaged or injured.

11. All liability for loss, damage or injury to third persons or their property caused exclusively by the negligence of the sole employes of one of the parties hereto shall be borne by that party alone; in all other cases it shall be borne by the parties hereto in equal proportions, share and share alike.

12. For the purposes of determining liability under this agreement, any defects in the Interlocking Plant or Crossing, or the materials used in any of them shall be deemed to be the negligence of the joint employes of the parties hereto.

13. Each party hereto hereby agrees to save and protect the other harmless of and from all claims for loss, damage or injury, or its proportion thereof, and the costs and expenses incident thereto, with respect to which it has assumed liability under the terms hereof, but this agreement shall not be construed as creating any rights in favor of any persons not parties to it. Should any claim for damages be made against the Pere Marquette arising out of any joint liability, as herein defined, it, the Pere Marquette, shall have the right to compromise, without notice to the Ann Arbor, any such claim or any suit brought against it based thereon, and the Ann Arbor shall reimburse the Pere Marquette to the extent of one-half ( $\frac{1}{2}$ ) of the amount paid in settlement thereof, and of the costs and expenses incident thereto.

14. The provisions of the foregoing paragraphs defining liability as between the parties hereto shall be deemed to extend to and include any liability imposed on either of the parties under any present or future Compensation Law or Employer's Liability Act or other Statute of the State of Michigan, or of the United States, or other regulations with respect thereto now or hereafter promulgated by the Government of the United States, and the termination of this contract shall not be construed as releasing either party from any payments, or its proportion thereof, accruing or becoming due thereafter on account of liability incurred while such agreement is in force or effect.

15. If any difficulty or dispute shall arise between the parties hereto respecting the rights or obligations of either party hereunder, such matter shall be submitted to three (3) disinterested arbitrators, Arbitration.

of whom one shall be named by each party to this agreement, and the two thus named shall select a third arbitrator, who shall be a man experienced in railroad management. In case the two (2) persons named by the parties hereto, or by the party not in default in naming an arbitrator, as hereinafter provided, shall be unable to select the third arbitrator within a period of sixty (60) days, then either party hereto, upon reasonable notice to the other, may apply to the Judge of the District Court of the United States for the Eastern District of Michigan, to make such selection, and upon such application, the said Judge may select such third arbitrator, who shall be a man experienced in railroad management. If either party shall fail or refuse after thirty (30) days' written notice from the other to name an arbitrator as aforesaid, then the party not in default in naming an arbitrator, may name an arbitrator for the party in default, and such arbitrator so named may, with the arbitrator named by the party not in default, appoint a third arbitrator. The three (3) persons selected pursuant to the foregoing shall, after reasonable notice to both parties, hear and determine the matters submitted to them, and their decision or the decision of a majority of them, made in writing and signed by them shall be final and conclusive between the parties hereto, and each party agrees to abide thereby.

16. This agreement shall supersede the contract of June 16th, 1908, hereinbefore mentioned, and shall be binding upon the parties hereto and their respective successors and assigns, and shall be and remain in full force and effect for a period of ten (10) years from and after the date thereof, and thereafter until terminated by three (3) months' notice in writing served upon one party by the other. Such notice shall be served by sending the same by registered mail to the Chief Operating Office of the Company to which it is addressed.

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

PERE MARQUETTE RAILWAY COMPANY,  
By (Sgd.) FRANK H. ALFRED,  
*Its President.*

ANN ARBOR RAILROAD COMPANY,  
By (Sgd.) E. F. BLOMEYER,  
*Its V.-P. and G. M.*

Agreement  
June 16, 1908,  
cancelled.

Binding on  
successors  
and assigns.

Term.

Execution.