

(Saginaw River - Twinning 138 KV Trans Line) 5e

3/27/97
Lake State Land
Ref# 040048

NO. 2679

THIS AGREEMENT, made this 1st day of October, 1964

between the DETROIT AND MACKINAC RAILWAY COMPANY, hereinafter called First Party,
and

CONSUMERS POWER COMPANY

Jackson, Michigan

hereinafter called Second Party,

WITNESSETH, that First Party, for and in consideration of the sum of

Two and 00/100 to it paid

by Second Party, the receipt whereof is hereby acknowledged, hereby licenses and permits, but without Warranty, the Second Party, upon condition that Second Party faithfully keeps and performs the covenants and agreements herein provided to be kept and performed by Second Party, and not otherwise to place two guys and anchors

*James Dilligan
(Consumers Co.)*

and at the point or points shown upon the map or print thereof designated

FILE # 1-Misc
GWO - 6833

which is hereto attached and hereby made a part of this instrument, all of which is hereinafter referred to as the "WORK", upon the following terms and conditions, all of which Second Party covenants and agrees to keep, abide by, and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material, and under such general conditions as shall be satisfactory to and approved by the President of the First Party, or his duly authorized agents, and shall be so placed, maintained and operated by the Second Party as not in any way in the judgment of the First Party to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the First Party or the poles, circuits, or other equipment of the Western Union Telegraph Company or other telegraph, telephone, or power company located on the property of the First Party.

Second Party shall, after the doing of said WORK, restore the premises of First Party to same or as good a condition as they were in prior to the commencement of the doing of said WORK.

SECOND: All the work to be done by Second Party, or by the contractors, agents,

or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal, or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors and watchmen which, in the judgment of said President of the First Party, may be required during the doing of said WORK, or in connection with the repair, renewal, maintenance, or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor.

THIRD: First Party may, at its election, do all the WORK within the exterior lines of its lands in connection with or necessary for the doing of said WORK, or in connection with the repair, renewal, maintenance, or use thereof, through its lands and across its roadway and tracks, and all of said WORK shall be paid for by Second Party as hereinbefore provided.

FOURTH: Second Party shall, if requested to do so by First Party, advance to First Party the estimated cost of said WORK, and upon the completion of said WORK, the unexpended balance, if any, shall be returned to Second Party, or if the sum advanced by Second Party to First Party is insufficient to pay for the cost of said WORK, then Second Party shall pay to First Party such additional sum as was necessary to complete the said WORK, upon being furnished by First Party with a detailed statement of the amount and cost of such additional WORK.

FIFTH: Whenever it may be necessary to make any repairs to or renewals of said WORK in or upon the premises of First Party, such repairs or renewals shall be made under the supervision and control of said President of First Party, or his duly authorized agents, at the sole expense of Second Party, in such a manner as to interfere as little as possible with the premises, property, and business of First Party, and Second Party shall, at the cost and expense of Second Party, restore the premises of First Party to the same or as good a condition as they were in prior to the making of such repairs or renewals; or First Party may, at its election, make such repairs or renewals, and the expense thereof shall be paid to it by Second Party, as hereinbefore provided.

SIXTH: Second Party shall and will at all times hereafter indemnify and save harmless First Party from and against any and all detriment, damages, losses, claims, demands,

suits, costs, or expenses which First Party may suffer, sustain, or be subject to, directly or indirectly, caused either wholly or in part by reason of the location, construction, maintenance, use or presence of said WORK as permitted by this license or resulting from the removal thereof.

SEVENTH: This agreement and license and privilege it confers may be revoked and terminated at the option of First Party at any time by giving 30 days' written notice to Second Party, and upon the expiration of said 30 days after service of such notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

EIGHTH: It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the site of the pole line or make any changes whatever in, to, upon, over, or under the premises owned, controlled, or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party make such changes in the location or construction of its said WORK, as in the judgment of the President and General Manager of First Party may be necessary to accommodate any future construction, improvements, or changes of said First Party.

NINTH: It is agreed that in no event shall any wires, pipes, or other structures, except those herein mentioned and shown on the blueprint hereto attached, be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing from said First Party to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing or placing of such additional wires, pipes or other structures, apply to and cover the same with the same effect as if the right to string or place them had been incorporated in this agreement.

TENTH: It is understood and agreed by and between the parties hereto, that if at any time during the continuance of this agreement, Second Party hereto removes, abandons, or discontinues the use of the WORK hereinabove referred to, this agreement and all rights hereby

conferred upon said Second Party shall be deemed to be abrogated and determined as of the date of such removal, abandonment, or discontinuance, without other or further action on the part of either party; and Second Party covenants and agrees that, in case the said WORK hereinabove referred to is at any time during the continuance of this agreement discontinued or abandoned said Second Party shall, within 30 days after the abandonment or discontinuance of said WORK, actually remove said WORK from the premises of First Party hereto, or cause it to be removed, and if, after the expiration of said 30 days, the said WORK is not actually removed, it is understood that First Party hereto may forthwith remove the same at the risk and expense of Second Party, and without being in any manner liable to said Second Party for such removal, and Second Party covenants and agrees to pay to First Party hereto the cost of such removal upon bill therefor rendered to Second Party.

ELEVENTH: This agreement expires October 1, 19 65, but may be renewed each year by payment in advance of \$ 2.00, if all other conditions of the agreement have been complied with.

Approved
<i>[Signature]</i>
Traffic
<i>[Signature]</i>
Ops. & Mico
<i>[Signature]</i>
Accounting
<i>[Signature]</i>
Exec. V. P.

The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the parties hereto respectively.

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

Witnessed by:

[Signature]
P. J. Beyer
[Signature]
H. E. Johnson

Willowen R. Smith
Judith A. Johnson

DETROIT AND MACKINAC RAILWAY COMPANY

By *[Signature]*
Charles A. Pinkerton, Jr., President

By CONSUMERS POWER COMPANY
[Signature]
W. L. Reid
General Land & Right of Way Supervisor

File #1

APVD AS TO FORM
[Signature]
10-13-64

24/5

24/5

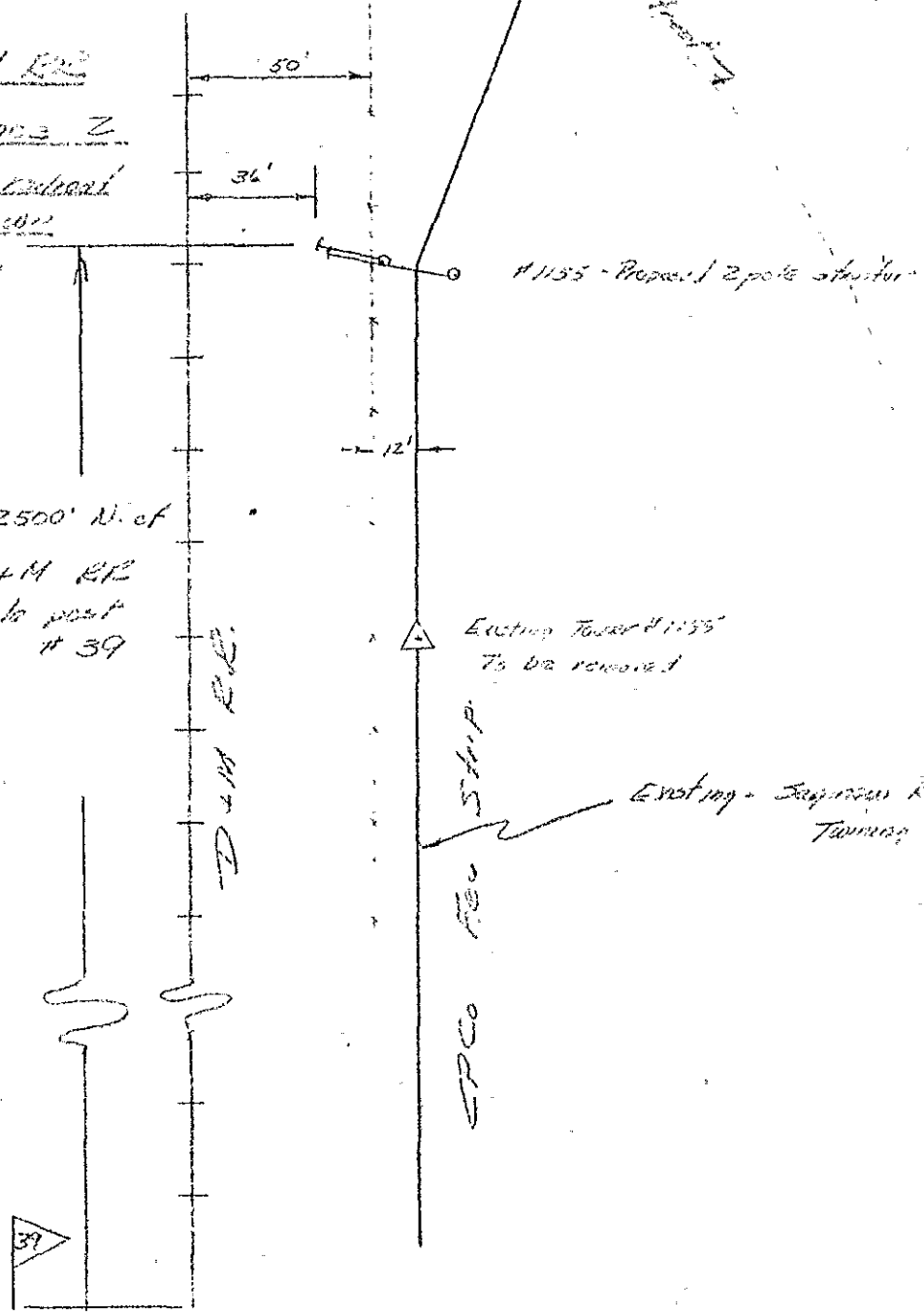
Sec 18, Turner Twp
Arenac Co
T20N, R6E
(Village of Turner)
1" = 50'

NEED - D+M RR

Permit to place 2

log anchors on railroad
property on station

± 2500' N. of
D+M RR
Mile post
39



REQUEST FOR PERMIT
On Detroit & Mackinac RR Prop.
for Saginaw River - Turning 138° E
B.J. Carey, Notes CHD 6833

SKETCH - 2