

MEMORANDUM OF AGREEMENT, made and entered into this 7th day of December, A.D. 1945, by and between THE NEW YORK CENTRAL RAILROAD COMPANY, a consolidated corporation organized and existing under the laws of the State of Michigan and other States, Lessee of the MICHIGAN CENTRAL RAILROAD, hereinafter called the RAILROAD COMPANY, party of the first part, and THE DETROIT EDISON COMPANY, a corporation organized and existing under the laws of the State of New York and duly authorized to do business in the State of Michigan, hereinafter called the EDISON COMPANY, party of the second part,

W I T H E S S E E T H A T:

WHEREAS, the EDISON COMPANY desires permission to construct, maintain, operate and use a transmission line along, upon, over and across the right-of-way, property and tracks of the RAILROAD COMPANY, in the City of Dearborn, Wayne County, Michigan, as more particularly hereinafter described, and

WHEREAS, the RAILROAD COMPANY is willing to consent thereto upon the terms and conditions hereinafter mentioned;

NOW, THEREFORE, said RAILROAD COMPANY hereby gives permission to said EDISON COMPANY, upon the following terms, conditions and limitations, and not otherwise, to construct, maintain, operate and use a transmission line consisting of two 120,000 volt, 60 cycle, 3-phase, 3-wire transmission circuits with one ground wire, mounted on steel poles or towers, approximately ninety (90) feet high, along, upon, over and across the following right-of-way property and tracks of the RAILROAD COMPANY, in the City of Dearborn, Wayne County, Michigan:- Extending from a point in the RAILROAD COMPANY'S southerly property line, which property line is coincident with the northerly line of Air Port

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Drive, said point being approximately one thousand one hundred twenty (1,120) feet west of the intersection of the westerly line of Miller Road with said property line, in a general northeasterly direction, a distance of approximately seven hundred six (706) feet, to a point in the RAILROAD COMPANY'S northerly property line; also extending from a point in the RAILROAD COMPANY'S westerly property line east of Miller Road, said point being approximately nine hundred twenty (920) feet north of the intersection of the northerly line of Southern Avenue with the easterly line of Miller Road, in a general northerly direction, a distance of approximately fifty (50) feet to the RAILROAD COMPANY'S easterly property line, and also extending from a point in the southwesterly line of the RAILROAD COMPANY'S sixty-two feet (62') right-of-way east of Miller Road, said point being approximately five hundred (500) feet northwesterly from the intersection of said southwesterly line of right-of-way with the northwesterly property line of the RAILROAD COMPANY, in a northerly direction, a distance of approximately one hundred thirty (130) feet to a point in the northeasterly line of said right-of-way; all approximately as shown delineated in red lines on the blue print attached hereto and made a part hereof, identified as Contract Book 33, page 66:

1. That said transmission line shall be used solely for the transmission of electrical current, and no branch line, or intermediate connections, or use of the electrical current transmitted through said line, shall be joined or made, except the written consent of the RAILROAD COMPANY shall have been first had and obtained.

2. That said transmission line shall be constructed, maintained, operated, used, renewed and repaired by said EDISON COMPANY, at its sole cost

and expense, to the satisfaction of the Chief Engineer of the RAILROAD COMPANY, and shall be constructed of steel poles or towers, which, together with all wires, cables, conductors, and appliances attached thereto, and appurtenances thereto, shall be of such specifications as may be required now, or from time to time in the future, by the Chief Engineer of the RAILROAD COMPANY.

3. That no anchors, wires, conductors, cables, poles or appurtenances, devices, or structures of any kind whatsoever shall be placed, erected, or permitted, having a lateral clearance less than ten (10) feet from the nearest rail of any track located on the right-of-way or property of said RAILROAD COMPANY, and all wires, cables, conductors, or other contrivances and appurtenances shall be maintained at all times at an elevation of not less than forty (40) feet above the tops of the rails of said tracks, and not less than fifteen (15) feet above the present and future telegraph, telephone and signal wires of said RAILROAD COMPANY, and each and all of said wires, conductors, cables, poles, appurtenances, devices or structures, and contrivances connected therewith, shall be maintained at all times in such condition and repair as shall be satisfactory to the Chief Engineer of the RAILROAD COMPANY, and in such manner as not to interfere in any way with the maintenance, operation or use by said RAILROAD COMPANY of its right-of-way, tracks, structures, or other property, or property in its possession, care, custody or control. All work within said RAILROAD COMPANY'S property or right-of-way lines, or adjacent thereto, which may in any way affect said property or right-of-way, shall be done under the supervision and control of the Chief Engineer of said RAILROAD COMPANY, and to the approval of the proper public authorities having jurisdiction thereover.

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4. If, at any time thereafter, it shall become necessary or desirable, in the opinion of the Chief Engineer of the RAILROAD COMPANY, to make any change or changes in any of said wires, conductors, cables, poles, appurtenances and/or contrivances, said EDISON COMPANY will, at its sole cost and expense, from time to time, upon written notice to it from said Chief Engineer, make any and all changes in such wires, conductors, cables, poles, appurtenances and/or contrivances, as said Chief Engineer may designate.

5. That, upon the performance of any work hereunder, the said EDISON COMPANY shall restore such portion of said tracks, right-of-way, fences and other property of the said RAILROAD COMPANY affected, in a workmanlike manner, to their former conditions as nearly as may be.

6. Said transmission line shall be erected, and at all times maintained, operated and used, in such manner as fully to comply with all present or future requirements of law and public authority, and in such manner, and all work hereunder shall be done at such times, as shall be satisfactory to the Chief Engineer of the RAILROAD COMPANY.

As a condition precedent to the exercise of the permission herein given, the EDISON COMPANY shall, without expense to the RAILROAD COMPANY, obtain all permits, licenses, franchises or privileges now or from time to time hereafter necessary for the erection, maintenance, operation, use, repair and renewal of said transmission line on the right-of-way and property of the RAILROAD COMPANY, and across any public streets, alleys and highways, and across all railroad or railway tracks and roadways not owned by the RAILROAD COMPANY, and shall at all times comply with all rules, regulations, ordinances and statutes, both present and future, in any way appertaining thereto and the

transmission of electrical current through said line.

7. The EDISON COMPANY shall, at its sole cost and expense, on written notice from the RAILROAD COMPANY, move any or all of the poles and towers and relocate the said transmission line, or any part thereof, or move the wires, conductors, cables, appurtenances and other contrivances in connection therewith to such position upon the poles or towers, as shall from time to time be required by the Chief Engineer of the RAILROAD COMPANY; and shall at all times elevate, or otherwise change and maintain, all wires, conductors, cables, appurtenances and other contrivances and structures in connection with said transmission line, to such perpendicular and lateral clearances in respect to said RAILROAD COMPANY'S right-of-way and tracks, now constructed, or which may be hereafter constructed by said RAILROAD COMPANY or other parties, as may be prescribed by public authority, or by the Chief Engineer of the RAILROAD COMPANY, and shall at all times furnish and place the necessary poles, supports and other appurtenances and contrivances as may be necessary, of such kind and standard as may be required by the Chief Engineer of the RAILROAD COMPANY.

8. The RAILROAD COMPANY reserves the right, whenever it may so elect, to do any of the work herein undertaken to be done by said EDISON COMPANY, and said EDISON COMPANY, in such event, shall reimburse said RAILROAD COMPANY for the entire cost and expense thereof upon presentation of bills therefor. Provided, however, that the work of removal of said transmission line, or any part thereof, from the right-of-way and premises of said RAILROAD COMPANY, shall not be undertaken by said RAILROAD COMPANY until after the expiration of the time hereinafter provided for the doing of such work by the EDISON COMPANY in paragraphs Eleven and Sixteen hereof.

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9. The EDISON COMPANY'S employes shall have the right, subject to the rules and regulations which may be promulgated by the RAILROAD COMPANY, to enter upon the right-of-way and premises of the RAILROAD COMPANY for the purpose of performing any work necessary in connection with the permission herein given.

10. The permission herein given shall not be construed as restricting the RAILROAD COMPANY from granting similar privileges to parties other than the EDISON COMPANY, or as limiting the right of the RAILROAD COMPANY in the use of its tracks, right-of-way and property in any manner whatsoever.

11. That the maintenance, repair, renewal, use, existence or removal of said transmission line or any wires, conductors, cables, poles, works, or appliances connected therewith or appurtenant thereto, or the transmission of electrical current therethrough shall not in any way interfere with the use and control by said RAILROAD COMPANY of its tracks now or hereafter installed, and of its right-of-way and property, and said RAILROAD COMPANY shall have at all times the full, free and unobstructed use of the same to the same extent as if said transmission line had not been constructed, and in the event of said transmission line, or any wire, conductor, cable, pole or any work or appliance connected therewith or appurtenant thereto interfering with any user which said RAILROAD COMPANY may in the future from time to time desire to make of its property, such changes will be made therein by said EDISON COMPANY, at its sole cost and expense, as may be required from time to time by the Chief Engineer of the RAILROAD COMPANY, upon written request of said Chief Engineer.

In the event that said RAILROAD COMPANY determines that it at any time, or from time to time, requires the sole use of its right-of-way and property at any point or points, for any reason whatsoever, the EDISON COMPANY shall,

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upon written request, remove its said transmission line from the right-of-way and premises of said RAILROAD COMPANY at such point or points as may be determined necessary by the Chief Engineer of the RAILROAD COMPANY, within sixty (60) days from the date of the giving such notice.

12. Said transmission line and all wires, conductors, cables, poles, and any and all works and appliances connected therewith or appurtenant thereto, shall be provided with such appliances for safety as may be, and whenever required, by the Chief Engineer of the RAILROAD COMPANY, or authority of law or by competent public authority having jurisdiction in the premises, upon request made by said Chief Engineer.

13. If the RAILROAD COMPANY shall at any time change the grades of its tracks or right-of-way, whether voluntarily or by requirement of law or competent public authority, or shall require a change in the location of said transmission line or any part thereof, when in the judgment of the Chief Engineer of the RAILROAD COMPANY it interferes with the user of the RAILROAD COMPANY, the EDISON COMPANY shall, at its own cost and expense, reconstruct or make such changes and alterations in said transmission line as may be required by the Chief Engineer of the RAILROAD COMPANY, upon written request of said Chief Engineer.

14. Said EDISON COMPANY hereby agrees to pay to said RAILROAD COMPANY the sum of ELEVEN DOLLARS NINETY-SEVEN CENTS (\$11.97) for the period October 9th to December 31st, 1945, inclusive; and, the sum of FIFTY-TWO DOLLARS (\$52.00) per annum, beginning on the 1st day of January, 1946, and thereafter on the first day of each succeeding one (1) year period during the term and continuance of this permission.

15. The EDISON COMPANY hereby assumes all risk of any liability for loss, damage, injury or death to property or persons, including property of

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the RAILROAD COMPANY, and the property in its possession, care, custody or control, and to its officers, agents, servants and employes, caused by or in connection with the construction, installation, operation, maintenance, repair, renewal, use, existence or removal of said transmission line, including all wires, conductors, cables, poles, and any and all works or appliances connected therewith or appurtenant thereto, or the transmission of electrical current therethrough, or the acts or omissions of said EDISON COMPANY or its officers, agents, servants or employes; and for loss, damage, injury or death to property of the EDISON COMPANY mentioned herein and its officers, agents, servants or employes while on the said premises of the RAILROAD COMPANY, in connection with the construction, installation, operation, maintenance, repair, renewal, use, existence or removal of said transmission line, including all wires, conductors cables, poles, and any and all works or appliances connected therewith or appurtenant thereto, or the transmission of electrical current therethrough, arising from any cause whatsoever; and further covenants and agrees that it will indemnify the RAILROAD COMPANY against, and save it harmless from, any and all such loss, damage, injury or death and claims, demands, suits, judgments, costs and expenses arising from or by reason thereof, including any sum or sums of money paid or any liability assumed or incurred under any present or future Workmen's Compensation Act or Employers' Liability Act, so-called, of the State or of the United States. The RAILROAD COMPANY will advise the EDISON COMPANY of any such claim, demand, suit or action brought against the RAILROAD COMPANY, and the EDISON COMPANY shall settle or defend the same.

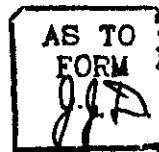
16. This permission cancels and supersedes as of October 9th, 1945, that certain written Memorandum of Agreement dated March 25th, 1944, by and between the parties hereto, and shall continue in force until terminated by

either party's giving to the other not less than sixty (60) days' written notice, and said EDISON COMPANY agrees that, within sixty (60) days from the receipt of notice thereof, it will remove said transmission line from the right-of-way and property of said RAILROAD COMPANY, and restore said right-of-way and property to their former condition, and, upon default of said EDISON COMPANY so to do, the RAILROAD COMPANY may, at its option, do such work, and said EDISON COMPANY hereby covenants and agrees to pay to said RAILROAD COMPANY the entire cost and expense thereof upon presentation of bills therefor.

17. This permission shall be deemed as personal to the EDISON COMPANY.

The EDISON COMPANY hereby accepts the permission herein given, subject to the terms and conditions mentioned, which terms and conditions, it hereby agrees to keep, abide by and perform.

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



THE NEW YORK CENTRAL RAILROAD COMPANY,
Lessee of the Michigan Central Railroad,

By

[Signature]
Vice President & General Manager

THE DETROIT EDISON COMPANY,

By

[Signature]
VICE President

IT IS EXPRESSLY UNDERSTOOD AND AGREED that THE NEW YORK CENTRAL RAILROAD COMPANY, Lessee of the MICHIGAN CENTRAL RAILROAD, party of the first part to the foregoing agreement, by separate instruments of lease, has leased to the DETROIT TERMINAL RAILROAD COMPANY two (2) rights-of-way of varying width

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through the lands of THE NEW YORK CENTRAL RAILROAD COMPANY, Lessee of the MICHIGAN CENTRAL RAILROAD, which are to be traversed and crossed, under said agreement, by said transmission line, one of which said leased rights-of-way, where crossed by said transmission line, is bounded by lines converging to the north and is located between towers marked 3 and 4 on the plan attached thereto, and the other leased right-of-way, where crossed by said transmission line, is sixty-two (62) feet, more or less, in width, and is located between towers marked 5 and 6 on said plan; and the DETROIT TERMINAL RAILROAD COMPANY, in consideration of the payment to it by THE DETROIT EDISON COMPANY of the sum of One Dollar (\$1.00), hereby assents to the foregoing agreement with respect of the crossing of said transmission line over said leased rights-of-way, and over and across the track or tracks of the DETROIT TERMINAL RAILROAD COMPANY; in consideration whereof, THE DETROIT EDISON COMPANY hereby agrees that all of the terms, conditions and limitations of the foregoing agreement shall inure to the benefit of the DETROIT TERMINAL RAILROAD COMPANY with respect of the crossing of said transmission line over said leased rights-of-way, and over and across the track or tracks of the DETROIT TERMINAL RAILROAD COMPANY thereon, in the same manner and in all respects as if a separate agreement, embodying the same, had been entered into between the DETROIT TERMINAL RAILROAD COMPANY and THE DETROIT EDISON COMPANY.

Dated at:

Detroit, Michigan,

December 7th, A.D. 1945.



DETROIT TERMINAL RAILROAD COMPANY,

By [Signature]
PRESIDENT

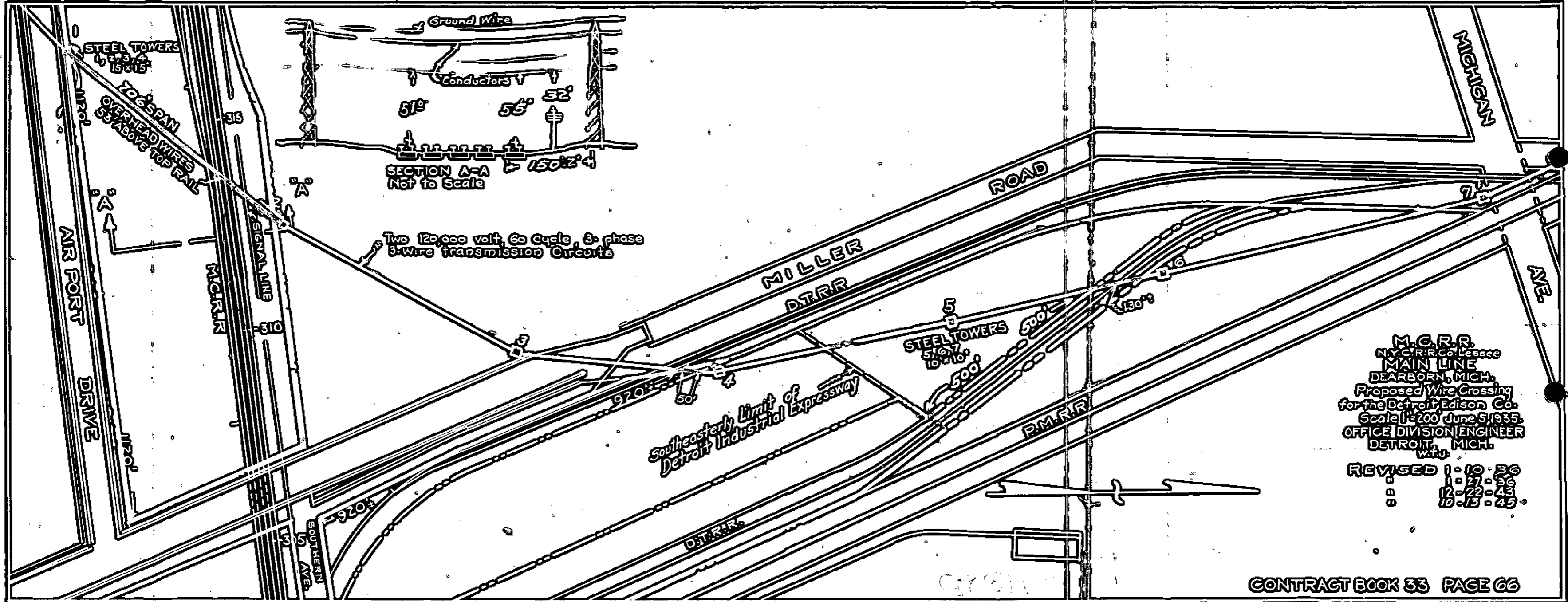
THE DETROIT EDISON COMPANY

By [Signature]
VICE President

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[Signature]

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M.C.R.R.
 N.Y.C.R.R. Co. Lessee
MAIN LINE
 DEARBORN, MICH.
 Proposed Wire Crossing
 for the Detroit Edison Co.
 Scale 1"=200' June 5, 1935.
 OFFICE DIVISION ENGINEER
 DETROIT, MICH.
 W.R.G.

REVISED 1-10-36
 " 1-27-36
 " 12-22-43
 " 10-15-45

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