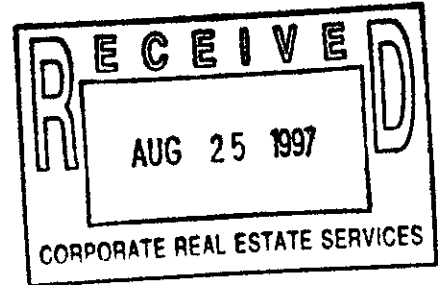


**CORPORATE REAL ESTATE SERVICES**

Location Project No.: BW0042  
OCCPT/RX No.: RX4712

Date: August 20, 1997  
To: Jocelyn C. McKeldin  
Records Center  
From: Tom Wilson *sw*  
Subject: Overhead Crossing of Railroad Land



Attached are papers related to a new easement agreement between Detroit Edison and Grand Trunk Western Railroad Incorporated, 2800 Livernois, Suite 300, Troy, Michigan 48007-5025. The right of way is located approximately 810 feet east of M.P. 39, 3,700 feet south of M 50, in the NW ¼ of Section 20, Dundee Township, Monroe County, Michigan.

This easement agreement was required for an overhead line. The Detroit Edison check of \$3,000.00 for the easement was sent to Grand Trunk on August 11, 1997. The MIK was User No. E0342, Source No. C0091, Standard Activity No. 002254, Resource No. 316, Project No. 07276, Subproject No. E000093884 and Activity Occurrence No. A000000063.

The Service Center, is hereby notified to do the requested work. **Note: All construction work associated with crossings of railroad tracks requires that you notify the operating railroad as to the actual date of construction, in advance of any work.**

The agreement dated August 8, 1997 provides for a one time payment of \$3,000.00 for the easement.

Please incorporate copies of these papers into a new railroad Records Center File and cross reference the new file with file R29457.

**Attachments**

cc: George H. Hathaway  
Bob Kulik  
Judith A. Persley

SEE ALSO:  
RECORDED RIGHT OF WAY 29457

RECORDED RIGHT OF WAY 346356P290

**EASEMENT**

**CN PIN No. 4770307b File No. L-328-5 RX 4712**

Grand Trunk Western Railroad Incorporated (the "Railroad") a Delaware corporation, with offices at 2800 Livernois, Troy, Michigan 48007-5025, and Detroit Edison Company ("the Grantee"), with offices at 2000 Second Avenue, Detroit, Michigan 48226, enter into the following agreement:

WHEREAS, the Grantee desires to plan, install, construct, use, maintain, inspect, repair, renew and remove, as the case may be, four-5/16 inch steel guy spans ("the Facility") along the route and parcels of land hereinafter described; and

WHEREAS, the Railroad is willing to grant to the Grantee a non-exclusive easement for the Facility on, along, above or underneath the Railroad's right-of-way and property at such location, hereinafter described at Railroad Mile Post 38.85, Flat Rock Subdivision, Diann, Monroe County, and State of Michigan.

NOW, THEREFORE, in consideration of the sum of Three Thousand Dollars (\$3,000.00), the receipt of which is hereby acknowledged by the Railroad, the Railroad grants to the Grantee, its successors and assigns, a perpetual non-exclusive easement for the sole purpose of installing, constructing, using, maintaining, inspecting, repairing, renewing or removing, as the case may be, the Facility on, along, above or underneath the Railroad's right-of-way and premises the centerline of which is described as follows:

SEE ALSO: RECORDED RIGHT OF WAY 29457

RECORDED RIGHT OF WAY

34636 P. 290

**“Crossing Licensor’s 100 foot wide right of way in the Southwest 1/4 of Section 20, T6S, R7E, Dundee Township, Monroe County, Michigan at a point just northeasterly of Irish Road.”**

The foregoing easement is granted on the following terms and conditions:

1. Prior to any installation being undertaken, the Grantee shall furnish the Railroad the plans and details of the proposed construction which shall be subject to the acceptance and written approval of the Railroad’s District Engineer. Any underground Facility shall be at a minimum depth of 5 feet 6 inches below the base of rail and 4’ below bottom of any ditches or drainage culverts. Any overhead Facility shall have a minimum clearance of 25 feet above the top of rail.
2. All the planning, installing, construction, maintenance, repair, renewal or removal, as the case may be, of the Facility, including the furnishing of all labor, materials, tools and equipment, shall be performed by the Grantee at its sole cost and expense.
3. Any planning, installing, construction, maintenance, repair, renewal or removal shall be performed without any damage to the Railroad’s property, including, but not by way of limitation, changes to the roadbed or surface, subsidence of its lands, and without any interference with the operation of the Railroad.
4. The Grantee shall not allow its contractor to cross over the Railroad’s tracks with any equipment except at public crossings. The Grantee shall not allow any equipment, including crane booms, to work any closer than twenty (20) feet from the nearest rail.
5. The Grantee shall give notice to the District Engineer of the Railroad not less than seventy-two (72) hours, excluding Saturdays, Sundays and holidays, before beginning any work or making any inspections, repairs, replacements, renewals or removals to the Facility to allow

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RECORDED R/W FILE NO.

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Railroad to assign a flagman; provided, however, that emergency repairs required to preserve life or property may be made with notice less than seventy-two (72) hours. Grantee shall not perform any work on Railroad property unless a flagman is present or deemed not necessary by Railroad. All inspections, repairs, replacements, renewals or removals of the Facility shall be conducted in such manner as in the sole judgment of the Railroad's District Engineer will in no way interfere with the proper and safe operation, use and enjoyment of the property and railroad of the Railroad or the poles, wires, conduits or other equipment located on the property of the Railroad. Upon completion of the work, Railroad property disturbed during the work shall be restored to the same or as good a condition as it was prior to doing such work.

6. During the installation, maintenance, inspection, repair, renewal and removal of the Facility and during any activity involving the easement conveyed, the Grantee, at its own cost and expense, shall reimburse the Railroad for inspection, flagging expenses and any other expenses resulting from the construction, maintenance, repair, replacement, renewal or removal of the Facility, on receipt of bills therefor.

7. If the Grantee has any work permitted herein performed by a contractor, the dealings of the contractor shall be handled through the Grantee and not directly with the Railroad; and contracts entered into by and between the Grantee and the contractor relative to said work shall be subject to all the terms and conditions of this easement agreement.

8. To the extent permitted by law, the Grantee hereby agrees to indemnify, defend and to hold the Railroad harmless against any and all construction liens, and all other claims, liabilities, damages and expenses asserted against Railroad as a result of, or in any way related to, the Grantee's occupation and use of the easement area and operations conducted thereon by or on

RECORDED R/W FILE NO. 39457

RECORDED RIGHT OF WAY 34636 P290

behalf of the Grantee pursuant to the easement agreement; provided, however, that the Grantee shall not be responsible for any claims, liabilities or damages resulting solely from the intentional or negligent acts of the Railroad.

9. The Grantee acknowledges that installing its Facility on the right-of-way of the Railroad provides some risk that the Facility may be damaged in the course of train operations. Therefore, notwithstanding any other language in this easement agreement to the contrary, the Grantee releases the Railroad from any loss, damage and/or claim the Grantee may have against the Railroad resulting from derailments or other accidents of a similar catastrophic nature, from vibration or other activities of the Railroad in the ordinary course of its operations.

10. Upon the request of Railroad, the Grantee shall deliver or cause to be delivered to the Railroad a certified copy of an insurance policy or policies naming Grand Trunk Western Railroad Incorporated as additional insured and containing terms acceptable to the Railroad prior to the commencement of any work on Railroad property. Coverage shall be provided with limits of liability in the amount of Two Million (\$2,000,000) Dollars combined single limit per occurrence for bodily injury, death and property damage with an aggregate limit of Six Million (\$6,000,000) Dollars per year to insure the obligations for indemnity assumed by the Grantee under the provisions of this agreement. The insurance herein specified shall be with an acceptable insurance company authorized to do business in the state in which the Facility is located and shall be kept in effect until all work required to be performed under the terms of this easement agreement is completed to the satisfaction of the Railroad's District Engineer. The insurance coverage shall contain the following endorsement:

"It is hereby agreed that thirty (30) days' prior written notice of cancellation, expiration, or termination of coverage provided by this policy shall be given to the

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Grand Trunk Western Railroad Incorporated, Property Management Department,  
2800 Livernois, Suite 300, Troy, MI 48083-1220.”

If the insurance is canceled, the Grantee shall cease operations as of the date of cancellation, remove all of its equipment and materials from Railroad property and shall not resume operations until a new insurance policy is in force and delivered to the Railroad. It is agreed that the furnishing of the insurance shall not be deemed to be a limitation of the liability of the Grantee, but shall be deemed additional security to the Railroad. The Railroad reserves the right to change the insurance requirements contained herein to reflect changes in laws, claims and accident experiences.

The Grantee may, at its option, self insure the foregoing insurance requirement and if it chooses to do so shall provide the Railroad with a self insurance certificate.

- 11. The parties agree to the following environmental indemnification language:
  - A. Definitions
    - 1. "Hazardous Materials," as used in this article, is as defined in 42 USC 6901 et seq, and any regulations promulgated pursuant thereto.
    - 2. "Pollutants," as used in this article, is as defined in 33 USC 1251 et seq, and any regulations promulgated pursuant thereto.
    - 3. "Contamination" includes both Hazardous Materials and Pollutants.
  - B. Grantee agrees to indemnify and save harmless the Railroad, its officers and directors, employees and agents (each and all hereinafter "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and

SEE ALSO SEE ALSO R/W FILE NO. 29457

RECORDED RIGHT OF WAY 346369290

attorneys' fees), which Indemnitees may hereafter suffer, incur, be responsible for or pay out as a result of any governmental or private order, directive, administrative proceeding, rule, regulation, law, statute, ordinance or suit to cease, desist and refrain from all activities relating to the handling, treatment, storage, removal, extraction and disposal of pollutants or hazardous materials in the water or soil and/or ground water of the Easement area, or as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), pollution or contamination of or adverse effects on the environment, or any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or arising out of any Pollutants or Hazardous Materials in the water or soil or ground water of the Railroad's right-of-way and caused by Grantee's acts or omissions or Grantee's Facility.

12. It is expressly understood and agreed that the easement herein granted shall in no way preclude the full, free and complete use of the right-of-way and property of the Railroad for the installation and maintenance of railroad tracks thereon and the operation of locomotives, trains and cars thereover; and for any other purpose or use by the Railroad that does not interfere with the Grantee's ability to install, operate and maintain the Facility, and that the Railroad shall at all times have the full, free and unobstructed use of the said right-of-way and property.

13. If the Grantee abandons this Easement, it shall provide written notice to the Railroad of such abandonment and furnish to the Railroad a recordable release of easement.

14. In the event of abandonment or discontinued use of the Facility, the Railroad shall have the right to determine which, if any, of the abandoned Facility may be allowed to remain on

RECORDED R/W FILE NO. SEE ALSO 29457

RECORDED RIGHT OF WAY

34636 Pa90

the Railroad's premises and under what circumstances or which must be removed from the Railroad's premises. In any event, the Grantee will, at its sole cost and expense, comply with the Railroad's written determination and restore the land to a neat and level condition satisfactory to the Railroad's District Engineer within sixty (60) days following such delivery of written determination.

15. In the event that future track crossings are required over, under or near the Facility, the Grantee shall submit to the Railroad, for its approval, detailed plans showing the method of reinforcement, encasement or relocation of the Facility, which will be at the sole cost and expense of the Grantee within sixty (60) days after receipt of written notice from Railroad.

16. If the Railroad finds it necessary, for engineering reasons, to raise the elevation of any its tracks, and the Facility is over the tracks, Grantee shall, at its sole cost and expense, raise its Facility to a height sufficient to provide the clearances set forth above within sixty (60) days after receipt of written notice from Railroad.

17. Grantee shall, at its sole cost and expense, within thirty (30) days following receipt of notice from Railroad, or such longer period of time as may be reasonably necessary for Grantee to acquire approval from a regulatory agency for a line relocation, in order to permit and accommodate changes of grade or alignment of, or improvements in or additions to, Railroad's tracks or structures, commence to relocate, strengthen, support, or otherwise protect or modify the Facility and thereafter promptly complete such work, (any such requested action hereinafter referred to as "Modifications"). Where available, and if necessary, Railroad shall provide so much of its land to Grantee for such Modifications without additional compensation from Grantee. The obligation of Grantee to pay for such Modifications shall be conditioned upon such Modifications

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being necessary for Railroad operations. If such Modification is being required of Grantor by a governmental entity irrespective of whether such necessity or requirement is temporary or permanent, such Modification shall be done at no expense to Grantor. All construction in connection with any Modifications shall comply with the terms and condition of this Agreement.

With respect to Modifications, the cost and expense of which is Grantee's responsibility, Railroad agrees that Grantee shall be given an opportunity to seek alternative methods, reasonably acceptable to Railroad, which would eliminate the necessity of relocating Facilities, or reduce the cost and expense thereof, including but not limited to the acquisition of additional land at Grantee's sole cost and expense, which could accommodate the relocation or improvement of Railroad's operations.

18. a. This Inductive Interference paragraph applies solely to inductive interference between Grantee's Facility and Railroad's railroad track(s), structures, power lines or poles, train control system, communication, signal or other wires, electrical or electronic apparatus ("Railroad's Equipment").

b. Grantee at its own expense, will at all times, maintain in the electrical system in which Grantee's Facility is a part, the general coordinative methods which are applicable to supply circuits and their equipment as prescribed or specified, as follows:

- i. The latest existing amendment or successor publication to the Association of Principles and Practices for Inductive Coordination of electric Supply and Communications Systems;
- ii. The latest applicable publication of Electrical Power Research Institute (EPRI);
- iii. Applicable data or conclusions from the AAR/EPRI Corridor or other applicable EPRI computer Program; and

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iv. Data or conclusions produced jointly by the AAR and EPRI.

In all cases, the latest of the above will prevail, provided it has been made known to Grantee.

c. If Railroad believes these general coordinative methods are not sufficient to avoid inductive interference by Grantee, Railroad shall cooperate with Grantee to determine what specific coordinative methods of providing the best engineering solutions are required. The specific methods so determined shall be put into effect and Grantee shall bear the cost of the methods, irrespective of whether the methods are applied to the supply, communication or signal circuits.

d. This agreement does not require methods be applied to preclude occasional disruption to Railroad's Equipment from events such as power system faults, except if the methods are jointly prescribed or specified by the Association of American Railroads and the Electric Power Research Institute. Nevertheless, Grantee is responsible for the cost of repairing damage to Railroad's Equipment directly caused by these events.

e. If Grantee's Facility is proven, according to paragraph b, to cause disruptive inductive interference to Railroad's equipment, then Grantee shall promptly remedy disruptive inductive interference as a result of the presence of Grantee's Facility. If Grantee fails to do so immediately, then Railroad may do so in the most cost effective way, and Grantee agrees to reimburse to Railroad the full cost and expense of the remedy.

19. The Grantee shall have the right, from time to time and at no additional cost, to cut, trim remove, destroy, or otherwise control any trees and brush that may, in Grantee's opinion, interfere or threaten to interfere with or be hazardous to the Facilities. All trees and

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34636 P290

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brush cut or trimmed by Grantee shall be removed from the premises by Grantee. The method used by Grantee to destroy and control trees and brush shall be approved by the Railroad's District Engineer. Grantee shall not use spraying as a method for tree and brush control.

20. All notices required to be given by this Easement agreement shall be given to the parties as follows or as the parties may otherwise advise in writing:

Railroad's District Engineer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and Railroad's Property Management  
Suite 300  
2800 Livernois  
Troy, MI 48083-1222

Grantee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. The rights herein granted and the terms and conditions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto and are deemed to run with the land.

22. This Easement Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Facility is located.

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IN WITNESS WHEREOF, the parties hereto have hereunder placed their

hands and seals on August 8, 1997

WITNESSES

C. J. Tucker  
C J TUCKER

K. M. Lowe  
K M LOWE

Oneida L. King  
Oneida L. King

Thomas Wilson  
THOMAS WILSON

GRAND TRUNK WESTERN  
RAILROAD INCORPORATED,  
a Delaware corporation

By: T. J. Rigley  
T. J. Rigley  
Its: Manager, Asset Management

DETROIT EDISON COMPANY

By: Paul W. Potter  
Its: Paul W. Potter, Director -  
Corporate Real Estate

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on Aug 19, 1997  
by T. J. Rigley, Manager, Asset Management of Grand Trunk Western Railroad Incorporated, a  
Delaware corporation, on behalf of the said corporation.

Kevin Stanko  
Notary Public  
Oakland County, State of Michigan  
My Commission Expires: 5-8-98

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF WAYNE )

RECORDED RIGHT OF WAY 34636 P290

The foregoing instrument was acknowledged before me on August 8, 1997,  
by Paul W. Potter, Director, and [Signature]  
[Signature] of the Detroit Edison Company, a Michigan  
corporation, for the corporation.

[Signature]  
Notary Public **THOMAS WILSON**  
County, State of Michigan  
My Commission Expires: \_\_\_\_\_

**THOMAS WILSON**  
Notary Public, Wayne County, MI  
My Commission Expires Oct. 11, 1998

Document prepared by:  
Kevin M. Stanko, Esq.  
Hopkins & Sutter  
Suite 220  
2800 Livernois  
Troy, MI 48083-1220

SEE ALSO  
RECORDED R/W FILE NO. 291157

RECORDED RIGHT OF WAY 34636P290

APPROVED		DATE
F M & S		
E M & D		
INSURANCE		
LEGAL	<i>JWA</i>	8/5/97
C R S		
ENERGY DELIVERY		
TAX		
Project Number		



The Detroit Edison Company  
2000 2nd Ave., Detroit, Michigan 48226

Comerica Bank Detroit

9-9/720

# BUSINESS EXPENSE ACCOUNT

NUMBER	DATE	AMOUNT
000019731	08/11/97	*****\$3,000.00

PAY: *Three thousand and 00/100 Dollars*

TO THE ORDER OF: GRAND TRUNK WESTERN RAILROAD, INC.

CHECK VOID AFTER 90 DAYS

*[Signature]*  
AUTHORIZED SIGNATURE

⑈0000019731⑈ ⑆072000096⑆ 1840287682⑈

PLEASE DETACH BEFORE DEPOSITING AND RETAIN FOR YOUR RECORDS.

**Detroit Edison**  
2000 Second Avenue  
Detroit, Michigan 48226  
**BUSINESS EXPENSE REPORTING**

CHECK INFORMATION	
CHECK NUMBER:	000019731
CHECK DATE:	08/11/97
AMOUNT PAID:	3,000.00

STATEMENT OF REMITTANCE
ATTACHED IS OUR CHECK IN FULL PAYMENT OF ITEMS LISTED BELOW
<b>BUSINESS EXPENSE REIMBURSEMENT</b>
02945740328-01
GRAND TRUNK WESTERN RAILROAD, INC.

001230  
122  
00090  
ED334  
E000036059

GRAND TRUNK WESTERN RAILROAD, INC.

RECORDED RIGHT OF WAY 34636 P296

SEE ALSO RECORDED R/W FILE NO. 29457

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FOLD

InfoSeal® Patent Number 4,951,864

FOLD

**Detroit  
Edison**

2000 2nd Avenue  
Detroit, Michigan 48226-1279

CORPORATE REAL ESTATE SERVICES

May 19, 1997

Mr. M.J. Dupuis  
Engineer of Surveys and Construction  
Grand Trunk Western Railroad Company  
1333 Brewery Park Boulevard  
Detroit, Michigan 48207-2699

Re: Wire Crossing Agreement Request

Dear Mr. Dupuis:

The Detroit Edison Company requests your agreement to the construction of an overhead wire crossing of your property in the NW ¼ of Section 20, Dundee Township, Monroe County, Michigan, as described on the enclosed drawings and information forms.

1. Location: Just east of Irish Road, 810 feet east of MP39, 3,700 feet south of M-50.
2. Detroit Edison Project and Crossing Nos.: BW0042, RX4712.
3. This is a new crossing. I assume the option for an easement at the one-amount, is available to us.
4. Please indicate your:
  - R.R. Valuation Station No. \_\_\_\_\_
  - R.R. Mile Post No. \_\_\_\_\_
  - Will a Flagman or Inspection be required? \_\_\_\_\_

All construction will be done in accordance with specification of the Michigan Public Service Commission and all applicable codes and laws.

**Michigan law requires you to respond within 90 calendar days of the receipt of this request.**

If you have any questions, please contact me on (313) 235-8314.

Sincerely,



Thomas Wilson  
Real Estate Associate  
Room 2310 WCB

Attachments

cc Bob Kulik

Certified Mail  
Return Receipt Requested

SEE ALSO:  
RECORDED R/W FILE NO.

29457

RECORDED RIGHT OF WAY 34636 P290





DETROIT EDISON O.H. RAILROAD CROSSING PERMIT DE 963-3866 6-85 X (SE 32)

DO C-40856 RX 4712

STATE PERMIT NUMBER JPL 93884/39

R/W

PROPOSED LINE CROSSING OVER GRAND TRUNK  
IN IRISH RD 3700FT S. M-50

CITY OF DUNDEE TWP

SECTION 20 QUARTER NW TOWNSHIP DUNDEE T 6S R 6E COUNTY MONROE

REFER TO SECTION 12 OF OVERHEAD LINES CONSTRUCTION STANDARDS FOR MINIMUM CLEARANCE CHART. THE RAILROAD PERMIT APPLICATION (DE 963-6064) SHALL BE SUBMITTED ALONG WITH THIS VELIUM.

SPAN	SPAN LENGHT	LOWEST CONDUCTOR OVER R.R. TRACKS	STRINGING SAG AT 60° F	SAG TABLE	RULE SPAN	FINAL SAG RATION
AB	119'	44.4'				

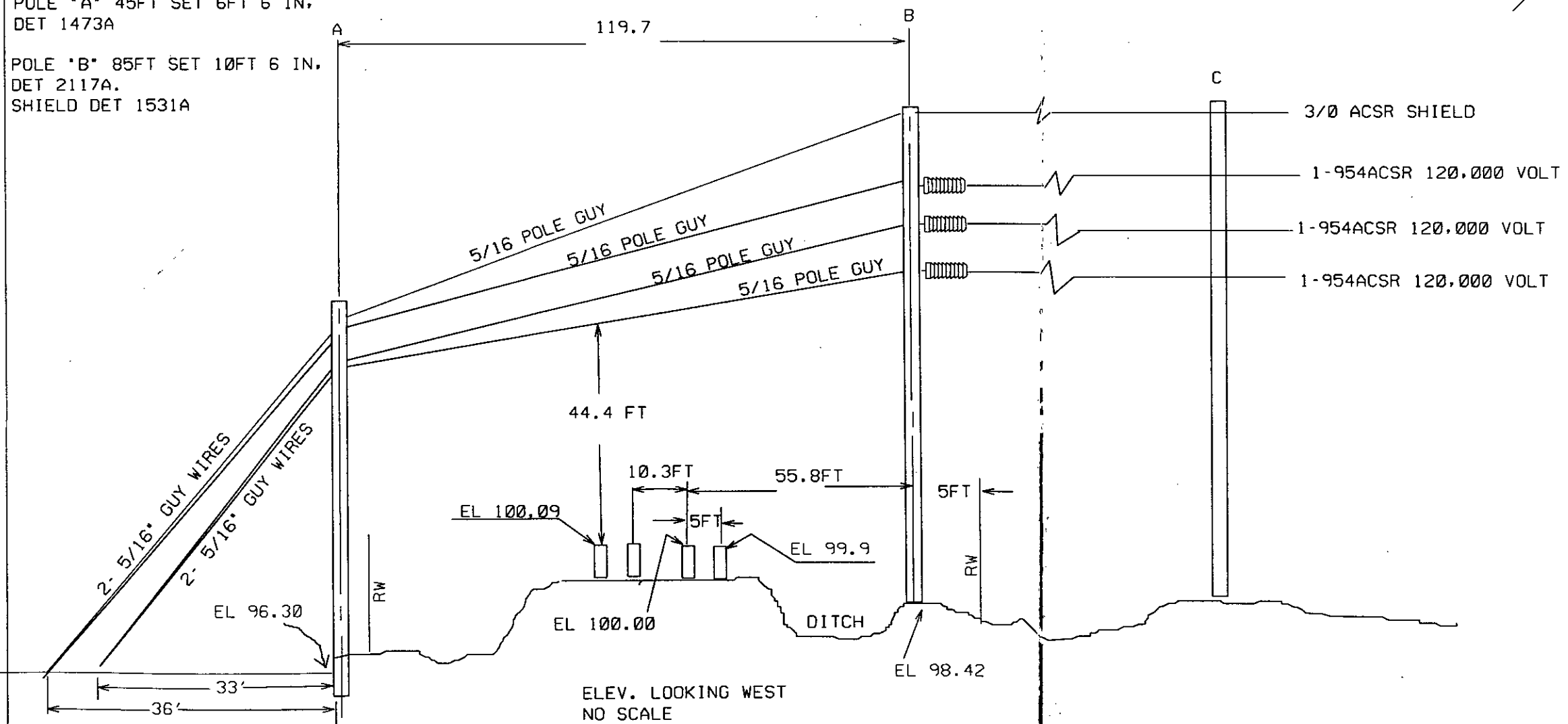
DESIGNED BY R.KULIK DIVISION WEST DIV NEWPORT SC  
CHECKED BY J DAVIS DATE 5-8-97

CONSTRUCTION SUMMARY

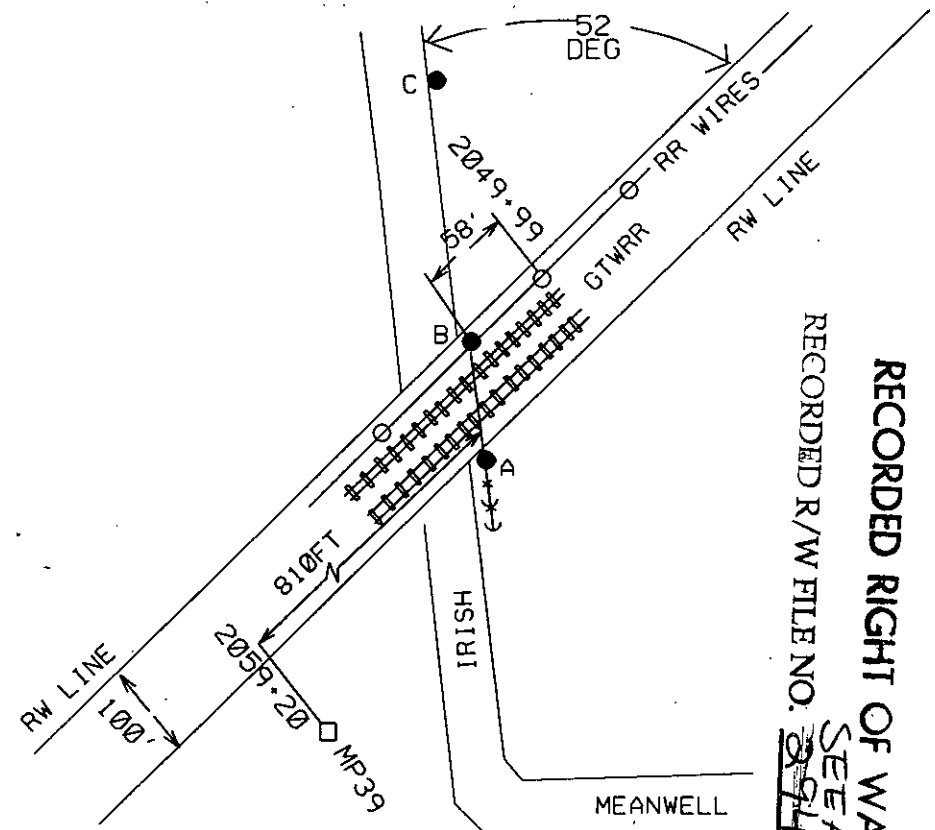
POLE \*A\* 45FT SET 6FT 6 IN. DET 1473A

POLE \*B\* 85FT SET 10FT 6 IN. DET 2117A.

SHIELD DET 1531A



North



RECORDED RIGHT OF WAY 34636 Pa90  
RECORDED R/W FILE NO. 89457  
SEE ALSO: 89457

RECORDED R/W FILE NO. 34636P290

RECORDED R/W FILE NO. See Also:  
29457