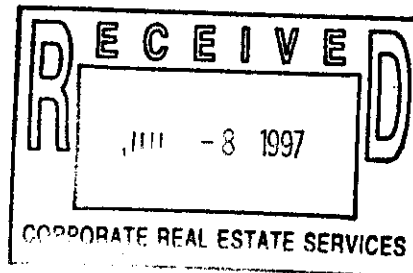


CORPORATE REAL ESTATE SERVICES

Job Project No.: BM0013
Location Project No.: BM0013
OCCPT/RX No.: Occpt

Date: June 18, 1997
To: Jocelyn C. McKeldin
Records Center
From: Tom Wilson *TW*
Subject: Overhead Occupation of Railroad Land



Attached are papers related to a new easement agreement between Detroit Edison and Grand Trunk Western Railroad, Inc., of 2800 Livernois, Suite 300, Troy, Michigan 48083-1220. The right of way is located from a point 350 feet south of M-59 (Hall Road), MP 24.29, northerly to a point approximately 1,550 feet north of 25 Mile Road, MP 30.41, in; the NW ¼ of Section 1 of Clinton Township, the of the SW, NW and NE ¼'s of Section 36 and the SE ¼ of Section 25 of Macomb Township and the SW and NW ¼'s of Section 30, the SW, SE and NE ¼'s of Section 19, the SE ¼ of Section 18, the NW ¼ of Section 20, the SW and NW ¼'s of Section 17, the SW ¼, SE ¼ and NE ¼'s of Section 8, the SE ¼ of Section 5, the NW ¼ of Section 9 and the SW ¼ of Section 4, Chesterfield Township, Macomb County, Michigan.

The agreement also allows Grand Trunk to place a railroad cable on our line between MP 25.0 (Fairchild Road) and MP 25.71 (a point 1,000 feet north of 21 Mile), 0.71 mile, plus from MP 26.36 (a point 1,700 feet southwest of 22 Mile Road) to 27.0 (a point 1,700 feet northwesterly of 22 Mile Road), 0.64 mile.

This agreement was required for a 6.12 mile overhead line to feed the new Boyne Substation to be built on Detroit Edison Land. A Detroit Edison check, for \$174,400.00 for the easement was sent to Grand Trunk on June 12, 1997. The MIK for \$140,400 of the total was User No. T0334, Source No. C0090, Standard Activity No. 001230, Resource No. 122, Subproject No. E000082131 and Activity Equipment No. TR120. The MIK for \$34,000 of the total was User No. E0334, Source No. C0090, Standard Activity No. 001230, Resource No. 122, Subproject No. E000036059 and Activity Equipment No. DS013.

Shelby 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.**

RECORDED RIGHT OF WAY 52693

The agreement dated June 4, 1997 provides for a one time payment of \$174,400.00 for the easement.

Please incorporate copies of these papers into a new railroad Records Center File.

Attachments

cc: Marvin J. Finn
George H. Hathaway
Ronald Mira
Judith A. Persley
Michael P. Snapke

RECORDED RIGHT OF WAY R52-693

EASEMENT

Grand Trunk Western Railroad Incorporated ("the Railroad") a Delaware corporation, with offices at 2800 Livernois, Troy, Michigan 48083-1220, and Detroit Edison Company ("the Grantee"), with offices at 2000 Second Avenue, Detroit, Michigan 48226-1279, 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, a 40KV and 13KV electric line on wood poles ("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 and above the Railroad's right-of-way and property at such location hereinafter described being 6.12 miles from Railroad Mile Post 24.29 (south of M-59) to Railroad Mile Post 30.41 (north of 25 Mile Road), Mt. Clemens Subdivision, Macomb County, and State of Michigan.

RECORDED RIGHT OF WAY 52693

NOW, THEREFORE, in consideration of the sum of One Hundred Seventy-Four Thousand Five Hundred Dollars (\$174,500.00)^{4, TJR}, 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 described as follows:

"The Northwest 1/4 of Section 1 T2N, R13E, Clinton Township, Macomb County, Michigan at a point approximately 350 feet southwesterly of the North line of said section; thence Northeasterly along Grantor's Southeasterly right of way line, through the Northwest 1/4 of Section 1; thence continuing in Macomb Township, T3N, R13E, through the Southwest, Southeast and Northeast 1/4 of Section 36; the Southeast 1/4 of Section 25; thence continuing in Chesterfield Township, T3N, R14E, through the Southwest and Northwest 1/4 of Section 30; the Southwest, Southeast and Northeast 1/4 of Section 19; the Southeast 1/4 of Section 18; the Southwest and Northwest 1/4 of Section 17; the Southwest, Southeast and Northeast of 1/4 Section 8; the Northwest 1/4 of Section 9; ending in the Southwest 1/4 of Section 4, at a point approximately 1550 feet northeasterly of the South line of said section."

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 Chief Engineer. Any underground Facility shall be at a minimum depth of 5'6" below the base of

RECORDED RIGHT OF WAY 52693

rail and 4' below bottom of any ditches or drainage culverts. Any overhead Facility shall have a minimum clearance of 25' 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 Chief 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 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 Chief 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

RECORDED RIGHT OF WAY 522693

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 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.

RECORDED RIGHT OF WAY R52693

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 Chief 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 Grand Trunk Western Railroad Incorporated, Property Management Department, 2800 Livernois, 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

RECORDED RIGHT OF WAY 52693

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 U.S.C. 6901 et seq, and any regulations promulgated pursuant thereto.
2. "Pollutants," as used in this article, is as defined in 33 U.S.C. 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 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 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 Chief 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 being necessary for Railroad operations. If such Modification is

RECORDED RIGHT OF WAY 52693

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
- 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 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 Chief 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:

RECORDED RIGHT OF WAY 52693

Railroad's Chief Engineer and Railroad's Property Management

2800 Livernois

Troy, MI 48083-1220

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.

IN WITNESS WHEREOF, the parties hereto have hereunder placed their hands and seals on June 4, 1997.

WITNESSES

GRAND TRUNK WESTERN
RAILROAD INCORPORATED,
a Delaware corporation

C. J. Tucker
C. J. TUCKER
K. M. Lowe
K. M. LOWE

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

RECORDED RIGHT OF WAY 52693

DETROIT EDISON COMPANY

John C. Erb
John C. Erb
Thomas Wilson
THOMAS WILSON

By: Paul W. Potter

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

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on June 18, 1997 by T. J. Rigley, Manager, Asset Management of Grand Trunk Western Railroad Incorporated, a Delaware corporation, on behalf of the said corporation.

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

RECORDED RIGHT OF WAY 52693

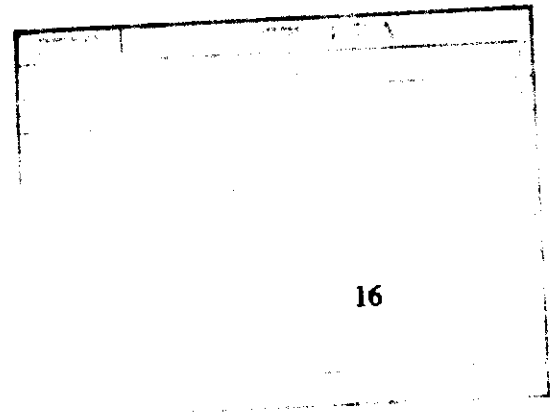
STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on
June 4, 1997 by Paul W. Potter, Director and
for the Detroit Edison Company, a Michigan Corporation,
for the Corporation

Thomas Wilson
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

RECORDED RIGHT OF WAY 52693



| Date | Number | Amount | Discount | Exempted | Amount |
|------------|--------|-----------|----------|----------|-------------|
| 16 01 1200 | 86916 | 174400.00 | .00 | .00 | 174400.00 M |

RECORDED RIGHT OF WAY 52693

Check No. **795441** *****11*TOTAL* Remittance from Detroit Edison. Please detach before depositing

174400.00
DE 983-1250 7



Detroit Edison
The Detroit Edison Company
2000 2nd Ave., Detroit, Michigan 48226-1279

795441 62-38
311

General Account

Bankers Trust (Delaware)
(Wilmington, Delaware)

*****174400*DOLLARS*00*CENTS***

Date: 06/12/97

Check Number: 302261

\$174,400.00

Pay to the order of

**GRAND TRUNK WESTERN RAILROAD
2800 LIVERNOIS, SUITE 300
TROY, MI 48007**

[Handwritten Signature]
Authorized Agent's Signature

NOT VALID OVER \$250,000.00
1 SIGNATURE REQUIRED UNDER \$250,000.00

Authorized Agent's Counter Signature

⑈795441⑈ ⑆031100380⑆ ⑈00501606⑈

Detroit Edison Request For Check

DE 963-1800 11-95

Invoice No. **86916**

Pay to: (Name, Address, City, State, Zip Code)

*Canadian National Grand Trunk Western
2800 Livernois, Suite 300
Troy, Michigan 48007-5025*
Railroad

| | |
|---|------------|
| Date | |
| Requested Check Date | |
| Payee Social Security/Tax I.D. No. 01-0324809 | |
| Contract No. | |
| Vendor Code NEW | |
| Disc Code | Tax Code |
| Freight | Addl Chg. |
| Addl Charge Amt. | Audited By |

State What Payment is For (Attach copy if required by Payee)

*6.12 mile occupancy of Grand Trunk Railroad
corridor
Section 1 of Clinton Twp, Sec. 36 & 25 of Macomb
Twp. & Sec. 30, 19, 17 & 4 of Chesterfield
Twp., Macomb Co., MI*

Check (✓) for Wire Transfer

Written Amount

One Hundred & Seventy-Four Thousand Four Hundred ~~xx~~ Dollars

Total Amount \$ **174,700.00**

MIK

| Std Actv | Rsrc Type | Src Dept | User Dept | Sub Project | Activity Occurance | Proc | Actv Eqmt | Prod | Cust | Amount |
|----------|-----------|----------|-----------|-------------|--------------------|------|-----------|------|------|------------|
| 001230 | 122 | C0090 | T0334 | E000082131 | | | TR120 | | | \$ 140,400 |
| 001230 | 122 | C0090 | E0334 | E000036059 | | | DS013 | | | \$ 34,000 |
| | | | | | | | | | | \$ |
| | | | | | | | | | | \$ |
| | | | | | | | | | | \$ |
| | | | | | | | | | | \$ |
| | | | | | | | | | | \$ |

RECORDED RIGHT OF WAY 52693

| Item No. | Account Name (Optional) |
|----------|-------------------------|
| 01 | <i>Thumb Region</i> |
| 02 | <i>Transmission</i> |
| 03 | |
| 04 | |
| 05 | |

| | | | |
|--|---|----------------------|--|
| Prepared By Signature <i>Tom Wilson</i> | I.D. No. 40328 | Ext. 58314 | Approved - Request for Pick-Up (Mgt. Council) <i>John M. Wisniewski</i> |
| Approved for Payment (Signature) <i>[Signature]</i> | | | |
| Print Name D.C. | Approved Check Request (HOLD FOR PICK-UP) | | |
| <input checked="" type="checkbox"/> Hold for Pick-Up | Contact <i>Tom Wilson</i> | EXT. 58314 | |

This Form Must Be Typed or Computer Generated

Detroit Edison



CORPORATE REAL ESTATE SERVICES

February 7, 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 Occupation Agreement Request

Dear Mr. Dupuis:

The Detroit Edison Company requests your agreement to the construction of an overhead wire occupation of your property through Section 1 of Clinton Township, Section 36 and 25 of Macomb Township and Sections 30, 19, 17, 8 and 4 of Chesterfield Township, Macomb County, Michigan, as described on the enclosed drawings and information forms.

1. Location: From approximately 350' south of M-59 (Hall Road) to 1,550' north of 25 Mile Road.
2. Detroit Edison Project and Crossing Nos.: BM0013
3. This is both a new occupation and revision of an existing occupation, with polelines now being put on both sides of your tracks. Tom Rigley estimated the easement fee to be some \$35,000.00. Please identify the existing agreement No.
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 R. Rich

Certified Mail
Return Receipt Requested

RECORDED RIGHT OF WAY 52693



Thomas Rigley
Manager
Asset Management

Canadian National
2800 Livernois, Suite 300
P.O. Box 5025
Troy, MI 48007-5025
Telephone: (248) 740-6646
Facsimile: (248) 740-6089

June 19, 1997

Our File No.: L-36-53

Mr. Thomas Wilson
Real Estate Associate
The Detroit Edison Company
Room 2310 WCB
2000 2nd Avenue
Detroit, MI 48226-1279

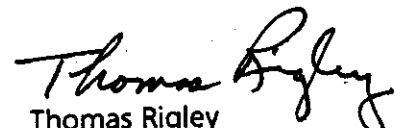
Dear Mr. Wilson:

This has reference to Easement Agreement dated June 4, 1997, covering the new pole line to be constructed on 6.12 miles of our property from south of M-59 to north of 25 Mile Road in Clinton, Macomb, and Chesterfield Townships, Macomb County, Michigan.

The purpose of this letter is to amend the Easement Agreement to permit us to attach, maintain, and use one wire to your poles from Fairchild Road (Mile Post 25.0) to a point 1,000 feet north of 21 Mile Road (Mile Post 25.71), a distance of .71 mile, and from a point 1,700 feet southwest of 22 Mile Road (Mile Post 26.36) to a point 1,700 feet northeasterly of 22 Mile Road (Mile Post 27.0), a distance of .64 mile.

If this is acceptable to you, please sign and return a copy of this letter.

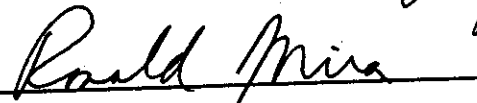
Yours very truly,


Thomas Rigley
Manager-Asset Management

Accepted and Agreed to this _____ day of June, 1997.

22 July 1997

By
Its



Attachments

cc: Darrell Kellogg

RECORDED RIGHT OF WAY 52693

Railroad Name: **GRAND TRUNK WESTERN R.R.** Department Order: _____
 Row No. (Information on existing rights of way available from Record Center): **9064-198** New or existing RX No.: _____
 Encroachment (Length in Feet): **32,240 APPROX.**
 Location City/Township(s): **CLINTON, MACOMB, CHESTER, FT. ST. VRAIN** Range(s): **14E** County(s): **MACOMB**
 1/4 Section(s): _____ Section(s): **1, 4, 8, 17, 19, 25, 30, 36**
 Location Description of Encroachment: **E. & W. SIDE OF R.R. R.O.W. FROM APPROX 350' SOUTH OF M-59 (HALL RD) TO 1550' N. OF 25 MILE RD.**

Check appropriate box:
 Crosses tracks within the public road right-of-way
 Crosses railroad land
 Is longitudinally on or over railroad land,
 Provides service to the railroad

Facility Data (also detailed on attached drawing)

Nature of required tree rights: **OR TRIM REMOVE TREES WITHIN 20' OF R.O.W. LINE**
 Existing State Permit No.: _____ Date: _____
 Railroad Mile Post (Number): _____ Distance to Crossing from Mile Post (in feet): _____

Type of Structure: Existing **(W. SIDE)** Proposed **(E. SIDE)**
 Wood Steel Wood Steel

| Conductors | | | | Poles | | | Cross-Arms | Conductors | | | | Poles | | | Cross-Arms |
|------------|----------|------|---------|-------|--------|-------|------------|------------|----------|------|---------|-------|--------|-------|------------|
| Span. | No./Size | Kind | Voltage | Loc. | Height | Class | Size | Span. | No./Size | Kind | Voltage | Loc. | Height | Class | Size |
| | 3-954 | ACSR | 120KV | | B5 | 1 | 120" | | 3-136 | | 40KV | | 70 | 1 | 120" |
| | 1-3/0 | ACSR | 0(S.W.) | | | | | | 1-3/0 | ACSR | 0(S.W.) | | | | |
| | 3-636 | B | 13KV | | | | | | 3-636 | B | 13KV | | | | |
| ALL | | | | ALL | | | | ALL | | | | ALL | | | |

RECORDED RIGHT OF WAY

Explanation of Line Changes (continue on separate sheet if necessary)

- 1) REBUILD EXISTING 40KV LEAD ON WEST R.O.W. LINE WITH NEW 120KV LINE FROM SOUTH SIDE OF HALL RD (M-59) TO 1550 NORTH OF 25 MILE.
- 2) ~~INSTALL NEW~~ ALSO INSTALL 13KV LEAD UNDERBUILD.
- 2) INSTALL NEW 40KV LEAD APPROX. 4' W. OF EAST R.O.W. LINE WITH 13KV UNDERBUILD FROM APPROX 350' SOUTH OF HALL M-59 TO 1550' NORTH OF 25 MILE.

52693

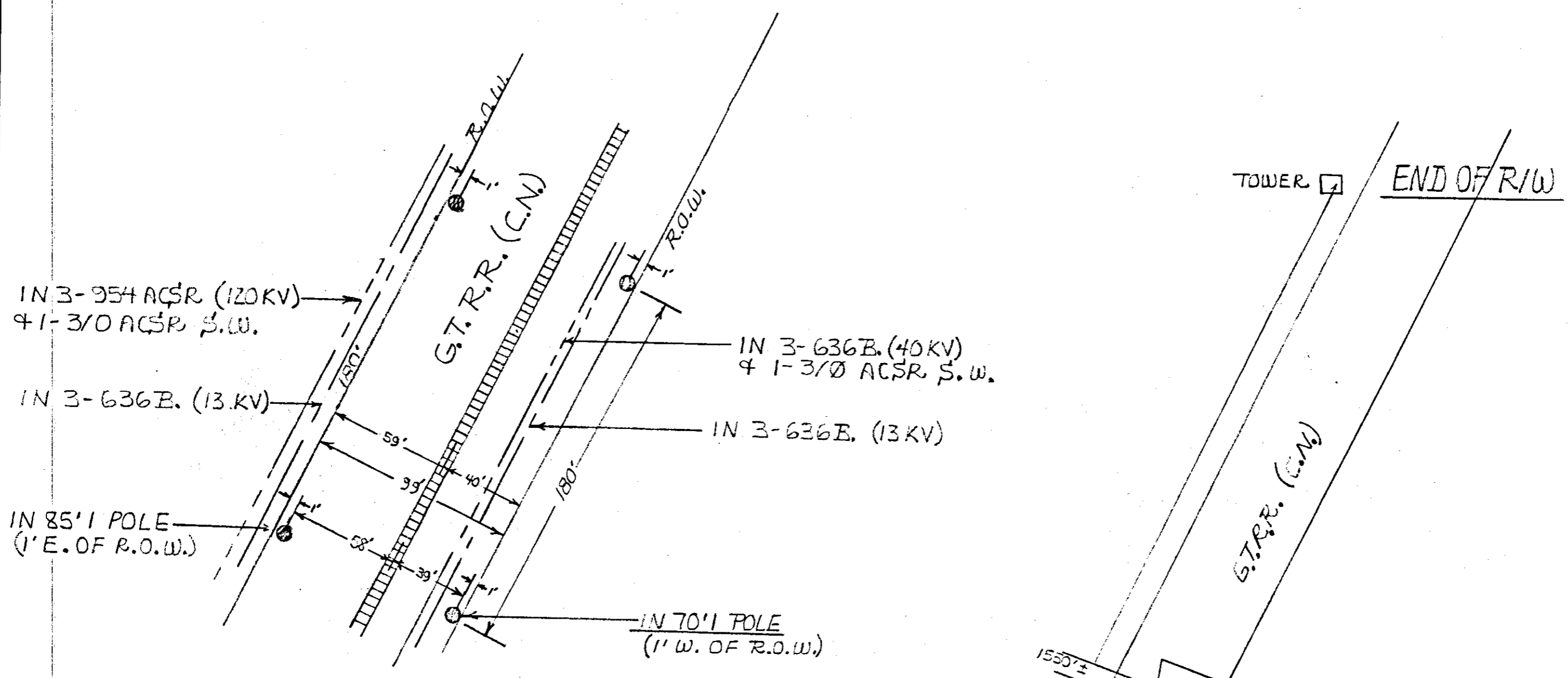
Clearances

| Tolerance | Clearances | Height |
|---|--|---------------|
| Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing) | From Top of Rail to Final Sag | 32 Ft. |
| | From Detroit Edison wire to Railroad Communication or Signal Lines | Ft. |

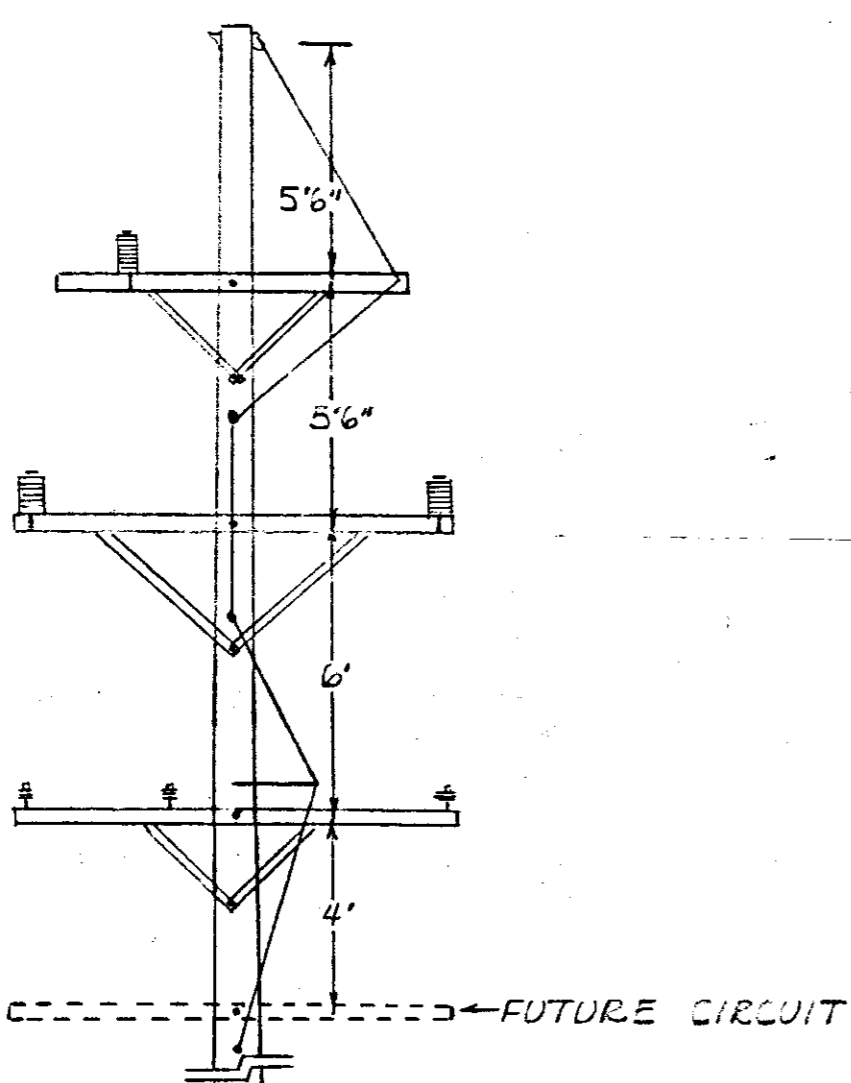
* Materials and clearances shall be as noted in the current revision of Detroit Edison's Overhead Lines Construction Standards Manual at Railroad Crossings. Due to field conditions actual dimension may vary from those indicated.

Designed By: **B. Rich** Date: **1-22-97** Checked By: _____ Date: _____
 Company Location: **MT CLM. S.C.** Phone No.: _____

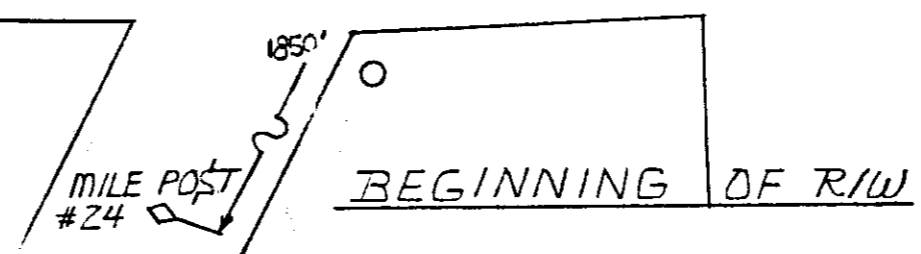
RECORDED RIGHT OF WAY 52693



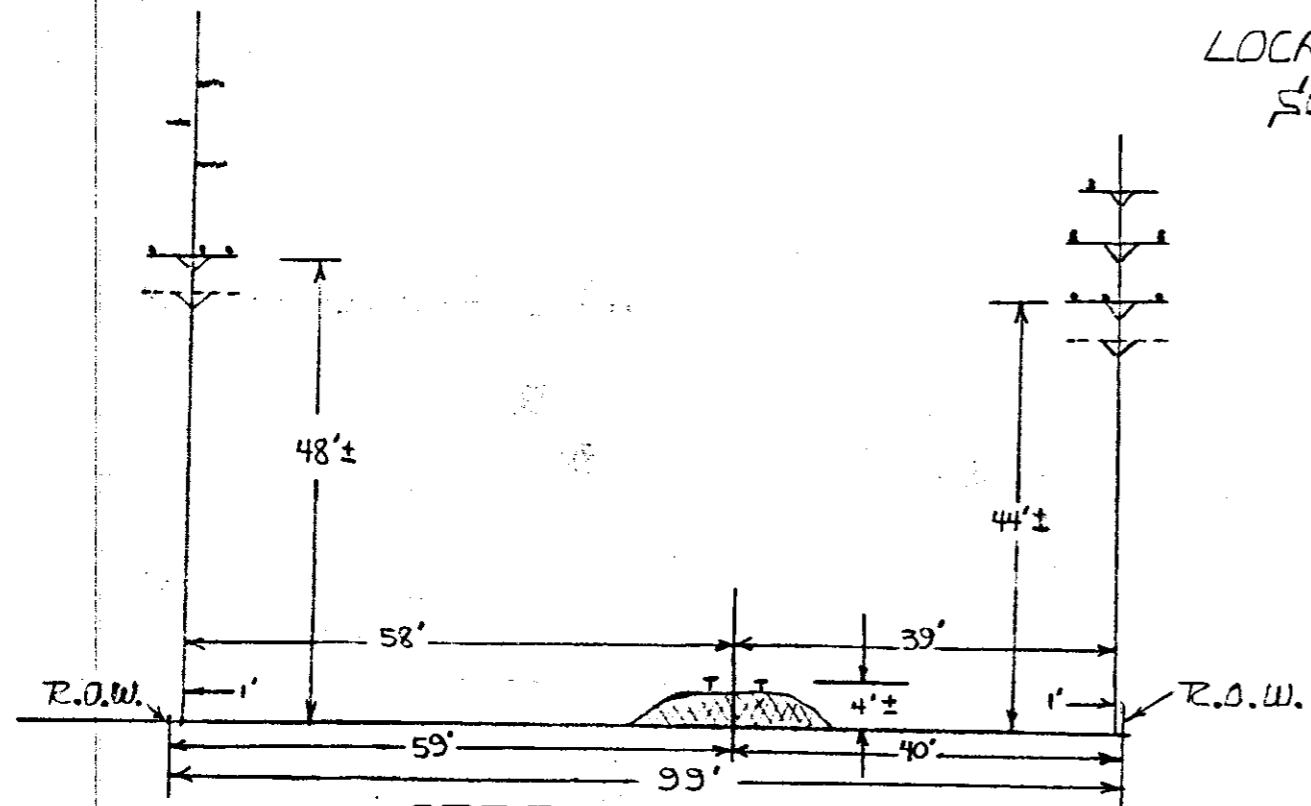
SCALE 1" = 50'
TYPICAL POLE SPACING & LOCATION



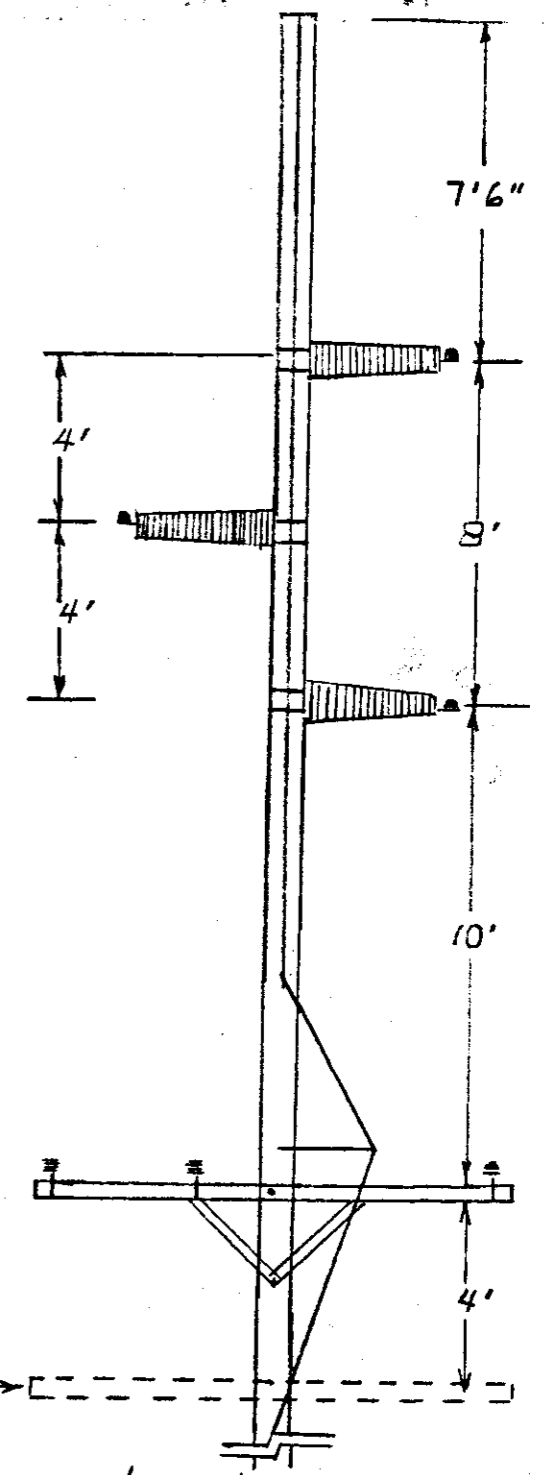
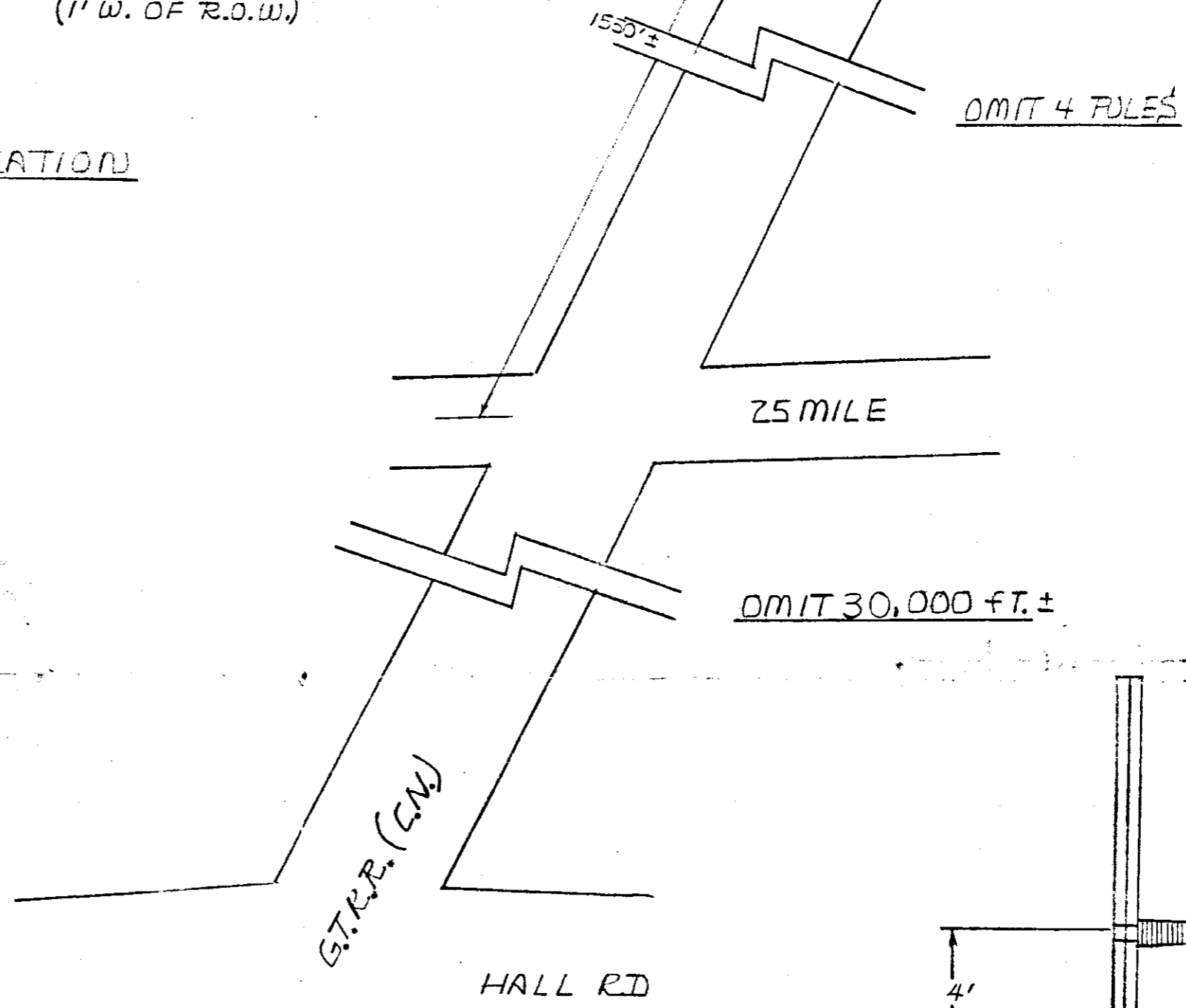
TYPICAL POLE EAST SIDE R.O.W.
SCALE = NONE



LOCATION SKETCH
SCALE 1" = 100'



TYPICAL ELEVATION LOOKING N.E.
SCALE 1" = 20'



TYPICAL POLE WEST SIDE R.O.W.
SCALE = NONE

RECORDED RIGHT OF WAY 52693

| LEGEND | | THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT | |
|--------|----------------------|--|--|
| ○ | FOREIGN POLE | CITY OR TWP. | DEPT. ORDER NO. |
| ○ | EXIST. D.E. CO. POLE | <i>MCB & CHEST. MACOMBE</i> | <i>36,30191784</i> |
| ○ | PROPOSED POLE | MAP SECT. | TOWN RANGE |
| ○ | EXIST. ANCHOR | <i>1-391-414</i> | <i>3N. 12E. 14E.</i> |
| ○ | PROPOSED ANCHOR | PROJECT NAME | JOINT R/W REQUIRED |
| ○ | TREE | <i>BOYNE PROJECT</i> | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| — | 120/240 V LINE | CIRCUIT | TEL. ENGR. & DIST. |
| — | 4800 V LINE | REASON | PROJ. OR PART NO. |
| — | 13,200 V LINE | <i>RAILROAD PERMIT</i> | O.F.W. S.O. OR P.E. NO. |
| — | 40,000 V LINE | PLANNER | BUDGET ITEM NO. |
| | | <i>B.A.MO</i> | |
| | | SCALE | DATE |
| | | <i>SEE SKETCH</i> | <i>1-23-97</i> |

RECORDED RIGHT OF WAY NO. 52693

52693