

Detroit Edison



DISTRIBUTION OPERATIONS

71297
RECORDED R/W FILE NO.

Project No.	BMA0201831
Location Project No.	BMA0201831
Railroad Invoice	036 0057
OCCPT/RX No.:	RX4770
RFW	405172

Date: July 9, 2002

Phillip Martin, Records Center
2310 WCB

From: Tom Wilson, SR/WA *TW*
Redford Service Center

Subject: Overhead Line Wire Crossing of Railroad Land

Attached are papers related to a new license agreement between Detroit Edison and Grand Trunk Western Railroad Inc., 2800 Livernois, Troy, Michigan 48083, railroad Mt. Clemens Subdivision, mile post 28.27, SW ¼ Section 17, Chesterfield Township, Macomb County, Michigan.

The new agreement required a total one time total payment of 4,500.00. The payment of this amount was sent to the railroad on June 25, 2002. The expense was charged against MIK Standard Activity 001230, Resource 122, Source E0352, User E0334 and Sub project E000405172.

Please incorporate copies of the papers related to this new easement agreement into a new railroad Records Center recorded ROW File. Please tell me what the new file number is, once you assign it. Thanks

Attachments

cc: Ron Mira (Mt. Clemens SC)
George Hathaway

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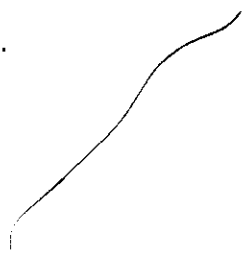
EASEMENT

CN PIN No. 4770045 File No. L36-57

Grand Trunk Western Railroad Incorporated (the "Railroad") a Delaware corporation, with offices at 2800 Livernois, Troy, Michigan 48083, and Detroit Edison (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, an overhead wire crossing and appurtenances ("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 28.27, Mt. Clemens Subdivision, Chesterfield Township, Macomb County and State of Michigan.



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NOW, THEREFORE, in consideration of the sum of Three Thousand (\$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 to serve the Grantee's property 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:

An overhead utility easement crossing over, and perpendicular to the Railroad's right of way and track in the Southwest Quarter (SW ¼) Section 17, T3N, R14E, Chesterfield Township, Macomb County, Michigan, more particularly described as beginning at the intersection of the Railroad's southerly property line and the centerline of 23 Mile Road, thence northeasterly along said property line 2,185 feet to the point of beginning; thence traversing in a northwesterly direction over and across the Railroad's right of way and track to the northerly property line of the Railroad.

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 Engineer. Any underground Facility shall be at a minimum depth of 5 feet 6 inches below the base of rail and 4 feet 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. Neither the Grantee nor its contractors shall 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 Railroad's Engineer, Bob Tietje, in Pontiac, MI at 248.452.4994 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 Engineer will in no way interfere with the proper and safe operation, use and enjoyment of the property 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 a neat, level and reasonably safe condition with substantially the same drainage or elevation 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.

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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. 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.

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 Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, death and property damage with an aggregate limit of Six Million

Dollars (\$6,000,000.00) 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 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, Real Estate Department, 2800 Livernois, Suite 300, Troy, MI 48083."

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.

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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 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 District Engineer within sixty (60) days following such delivery of written determination.

15. If Railroad changes the grade or alignment of its tracks, installs new tracks or makes additions to or modifications to its existing tracks, Railroad shall notify Grantee in writing of such changes, installations, additions, or modifications, as the case may be. Grantee shall, at its sole cost and expense, and within 30 days from the date of such notice or such longer period of time as may be reasonably necessary for Grantee to acquire approval from an appropriate regulatory agency for a line relocation, 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. If any governmental agency requires the Grantee to make temporary or permanent Modifications, such Modifications shall be done at no expense to

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Railroad. 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 the 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.

16. 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.

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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.

17. 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 Facility. 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 Engineer. Grantee shall not use spraying as a method for tree and brush control.

18. 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:

Grantee:

Railroad:

Thomas J. Rigley
Senior, Asset Manager
Real Estate Department
Grand Trunk Western Railroad Inc.
2800 Livernois
Troy, MI 48083

19. 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.

20. 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, this Agreement is effective on

June 18, 2002

WITNESSES

[Signature]
B.H. BLACK
[Signature]
J. A. Brewer

GRAND TRUNK WESTERN RAILROAD
INCORPORATED,
a Delaware corporation

By: [Signature]
T. J. Rigley
Its: Senior Asset Manager

[Signature]
[Signature]
Anjanette Spence

DETROIT EDISON

By: [Signature]
Its: Director, Administration and
Facilities Management

APPROVED
LEGAL

6/3/02 DATE
[Signature]

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RECORDED R/W FILE NO. 71297

STATE OF MICHIGAN)
)
) ss
COUNTY OF ~~OAKLAND~~ ^{Wayne})

The foregoing instrument was acknowledged before me on June 18, 2002, by T. J. Rigley, Sr. Asset Manager of Grand Trunk Western Railroad Incorporated, a Delaware corporation, on behalf of the said corporation.

J. A. Brewer
Notary Public
County, State of Michigan

My Commission Expires: _____
J. A. BREWER
Notary Public, Wayne County, MI
My Commission Expires Jul 31, 2006

STATE OF MICHIGAN)
)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me on June 18, 2002 by John M. Wisniewski, of Detroit Edison on behalf of said corporation.

ANJANETTE SPENCE
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Mar 6, 2003

Anjanette Spence
Notary Public
Wayne County, State of Michigan
My Commission Expires: March 6, 2005

Document prepared by:

T.J. Rigley
2800 Livernois
Troy, MI 48083

06 03 2002 6500 164890 4500.00 .00 .00 4500.00

RECORDED R/W FILE NO. 71297

Check No. 1000280626 ^{UB120}*TOTAL* Remittance from DTE Energy. Please detach before depositing.

4500.00 DE 963-4707 1-02



DTE Energy
DTE Energy
2000 2nd Ave., Detroit, Michigan 48226-1279

1000280626 ^{62 - 35}
311

General Account

The Bank of New York (Delaware)
(Newark, Delaware)

*****4500*DOLLARS*00*CENTS*** 06/25/2002

Pay to the order of

GRAND TRUNK WESTERN RAILROAD INC
2800 LIVERNOIS
TROY, MI 48083

\$4,500.00

This check is verified through Positive Pay

Authorized Agent's Signature

NOT VALID OVER \$1,000,000.00
1 SIGNATURE REQUIRED UNDER \$1,000,000.00

Authorized Agent's Counter Signature

⑈ 1000 2806 26 ⑈ ⑆ 03 1 10035 1⑆ ⑆ 030095000 3⑈



Detroit Edison

Request For Check

DE 903-1832 4-97

Invoice No. **164890**

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

Grand Trunk Western Railroad, Inc.
2800 Livernois, Suite 330
Troy, MI 48083

Date
June 3, 2002

Requested Check Date

Payee Social Security/Tax I.D. No.

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

Easement (\$3,000) and Engineering Fee (\$1,500)
Edison Project No. BMA0201831
RX 4770
Chesterfield Twp., MI

Contract No.

Vendor Code
U 9120

Disc Code Tax Code

Freight Add'l Chg.

Add'l Charge Amt. Audited By

Hold

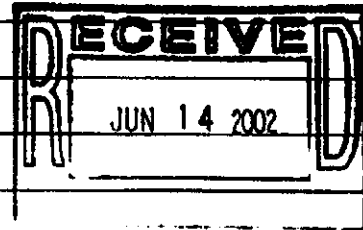
Check for Wire Transfer

Written Amount **Four Thousand, five hundred /xx Dollars** Total Amount **\$ 4,500.00**

Bus Unit	Std Actv	Recr Type	Src Dept	User Dept	Sub Project	Activity Occurance	Proc	Actv Egmt	Prod	Cust	Amount
	001230	122	E0352	E0334	E000405172						\$ 4,500.00
											\$
											\$
											\$
											\$
											\$
											\$

Account Name (Optional)

01
02
03
04
05



Prepared By Signature **Tom Wilson** I.D. No. **40328** Ext. **52168** Approved - Request for Pick-Up (Mgt. Council) **Al Yonkman**

Approved for Payment (Signature) **Michael J. Chriss**

Print Name **For Mt. Clemens S.C.** Approved Check Request (HOLD FOR PICK-UP) **Ron May (Executive Council)**

Hold for Pick-Up Mail Internally Contact **Mail to: Tom Wilson, Redford S.C. EXT. 52168**

↑ ↑ This Form Must Be Typed or Computer Generated ↑

RECORDED R/W FILE NO. 11297

Detroit Edison



DISTRIBUTION OPERATIONS

71297
RECORDED R/W FILE NO.

Project No.	BMA0201831
Location Project No.	BMA0201831
Railroad Invoice	036 0057
OCCPT/RX No.:	RX4770
RFW	405172

Date: July 9, 2002

Phillip Martin, Records Center
2310 WCB

From: Tom Wilson, SR/WA *TW*
Redford Service Center

Subject: Overhead Line Wire Crossing of Railroad Land

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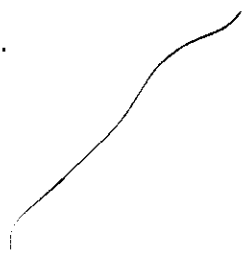
EASEMENT

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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 28.27, Mt. Clemens Subdivision, Chesterfield Township, Macomb County and State of Michigan.



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An overhead utility easement crossing over, and perpendicular to the Railroad's right of way and track in the Southwest Quarter (SW ¼) Section 17, T3N, R14E, Chesterfield Township, Macomb County, Michigan, more particularly described as beginning at the intersection of the Railroad's southerly property line and the centerline of 23 Mile Road, thence northeasterly along said property line 2,185 feet to the point of beginning; thence traversing in a northwesterly direction over and across the Railroad's right of way and track to the northerly property line of the Railroad.

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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 District Engineer within sixty (60) days following such delivery of written determination.

15. If Railroad changes the grade or alignment of its tracks, installs new tracks or makes additions to or modifications to its existing tracks, Railroad shall notify Grantee in writing of such changes, installations, additions, or modifications, as the case may be. Grantee shall, at its sole cost and expense, and within 30 days from the date of such notice or such longer period of time as may be reasonably necessary for Grantee to acquire approval from an appropriate regulatory agency for a line relocation, 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. If any governmental agency requires the Grantee to make temporary or permanent Modifications, such Modifications shall be done at no expense to

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Railroad. 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 the 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.

16. 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.

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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.

17. 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 Facility. 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 Engineer. Grantee shall not use spraying as a method for tree and brush control.

18. 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:

Grantee:

Railroad:

Thomas J. Rigley
Senior, Asset Manager
Real Estate Department
Grand Trunk Western Railroad Inc.
2800 Livernois
Troy, MI 48083

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19. 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.

20. 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, this Agreement is effective on

June 18, 2002.

WITNESSES

[Signature]
B.H. BLACK
[Signature]
J. A. Brewer

GRAND TRUNK WESTERN RAILROAD
INCORPORATED,
a Delaware corporation

By: [Signature]
T. J. Rigley
Its: Senior Asset Manager

[Signature]
[Signature]
Anjanette Spence

DETROIT EDISON

By: [Signature]
Its: Director, Administration and
Facilities Management

APPROVE
LEGAL

6/3/02 DATE
[Signature]

RECORDED R/W FILE NO. 71297

STATE OF MICHIGAN)
)
) ss
COUNTY OF ~~OAKLAND~~ ^{Wayne})

The foregoing instrument was acknowledged before me on June 18, 2002, by T. J. Rigley, Sr. Asset Manager of Grand Trunk Western Railroad Incorporated, a Delaware corporation, on behalf of the said corporation.

J. A. Brewer
Notary Public
County, State of Michigan

My Commission Expires: _____
J. A. BREWER
Notary Public, Wayne County, MI
My Commission Expires Jul 31, 2006

STATE OF MICHIGAN)
)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me on June 18, 2002 by John M. Wisniewski, of Detroit Edison on behalf of said corporation.

ANJANETTE SPENCE
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Mar 6, 2003

Anjanette Spence
Notary Public
Wayne County, State of Michigan
My Commission Expires: March 6, 2005

Document prepared by:

T.J. Rigley
2800 Livernois
Troy, MI 48083

_06 03 2002 6500 164890 4500.00 .00 .00 4500.00

RECORDED R/W FILE NO. 71297

Check No. 1000280626 ^{UB120}*TOTAL* Remittance from DTE Energy. Please detach before depositing.

4500.00
DE 963-4707 1-02



DTE Energy
DTE Energy
2000 2nd Ave., Detroit, Michigan 48226-1279

1000280626 ^{62 - 35}
311

General Account

The Bank of New York (Delaware)
(Newark, Delaware)

*****4500*DOLLARS*00*CENTS*** 06/25/2002

Pay
to the
order
of

GRAND TRUNK WESTERN RAILROAD INC
2800 LIVERNOIS
TROY, MI 48083

\$4,500.00

This check is verified through Positive Pay

Authorized Agent's Signature

NOT VALID OVER \$1,000,000.00
1 SIGNATURE REQUIRED UNDER \$1,000,000.00

Authorized Agent's Counter Signature

⑈ 1000 2806 26 ⑈ ⑆ 03 1 10035 1⑆ ⑆ 030095000 3⑈



Detroit Edison

Request For Check

DE 903-1832 4-97

Invoice No. **164890**

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

Grand Trunk Western Railroad, Inc.
2800 Livernois, Suite 330
Troy, MI 48083

Date
June 3, 2002

Requested Check Date

Payee Social Security/Tax I.D. No.

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

Easement (\$3,000) and Engineering Fee (\$1,500)
Edison Project No. BMA0201831
RX 4770
Chesterfield Twp., MI

Contract No.

Vendor Code
U 9120

Disc Code

Tax Code

Freight

Add'l Chg.

Add'l Charge Amt.

Audited By

Hold

Check for Wire Transfer

Written Amount

Four Thousand, five hundred /xx

Dollars

Total Amount

\$ 4,500.00

MIK											Amount
Bus Unit	Std Actv	Recr Type	Src Dept	User Dept	Sub Project	Activity Occurance	Proc	Actv Egmt	Prod	Cust	
	001230	122	E0352	E0334	E000405172						\$ 4,500.00
											\$
											\$
											\$
											\$
											\$
											\$

Account Name (Optional)

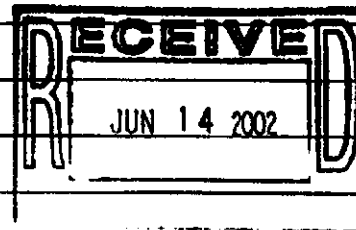
01

02

03

04

05



Prepared By Signature **Tom Wilson**

I.D. No. **40328**

Ext. **52168**

Approved - Request for Pick-Up (Mgt. Council)

Al Yonkman

Approved for Payment (Signature)

Michael J. Chriss

Approved Check Request (HOLD FOR PICK-UP) **Ron May (Executive Council)**

Print Name

For Mt. Clemens S.C.

Hold for Pick-Up Mail Internally

Contact

Mail to:
Tom Wilson, Redford S.C.

EXT.

52168

↑ ↑ This Form Must Be Typed or Computer Generated ↑

RECORDED R/W FILE NO. 11297

Detroit Edison



DISTRIBUTION OPERATIONS

April 26, 2002

Mr. Robert Tietje
Engineer Technical Services
Grand Trunk Western Railroad Company
700 Pershing Street
Pontiac, Michigan 48340

Re: Wire Crossing Agreement Request

Dear Mr. Tietje:

The Detroit Edison Company requests your agreement to the construction of an overhead wire crossing of your land and tracks, in the SW ¼ of Section 17, Chesterfield Township, Macomb County, Michigan, as described on the enclosed drawings and information forms.

1. Location: Approximately 2,185 feet north of the centerline of 23 Mile Road.
2. Detroit Edison Project and Crossing Nos.:BMA0101831, RX4770.
3. This is a new crossing.
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 (section 265{3} of the railroad code of 1993 {MCLA 462.265}) requires you to respond within 90 calendar days of the receipt of this request.

If you have any questions, please contact me on (313) 235-2168.

Sincerely,

Thomas Wilson, SR/WA
Real Estate Facilitator
Wilsont@dteenergy.com

Attachments

cc T. Muszynski (Mt. Clemens SC)

RECORDED R/W FILE NO. 71297

O.H. Railroad Crossing Permit

DE 963-3866 6-85 X (SE 32)

DO 405172-05 RX 04770

Proposed Line Crossing Over CANADIAN NATIONAL
 In NEW POLE IN EXISTING POLE LEAD (E. SIDE)
APPROX. 2200' N. OF ♀ 23 MILE RD.

Existing Permit Number _____
 City of CHESTERFIELD

Section W. 1/2 S.W. 1/4 Township CHESTERFIELD T 3N. R 14 E. County MACOMB

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 permit.

Span	Span Length	Lowest Conductor Over R.R. Tracks	Stringing Sag At 60°F	Sag Table	Rule Span	Final Sag Ratio
AB	110'	1-1/OACSR	22"	1	143'	1.2

Designed By T. MUSZYNSKI
 Checked By _____

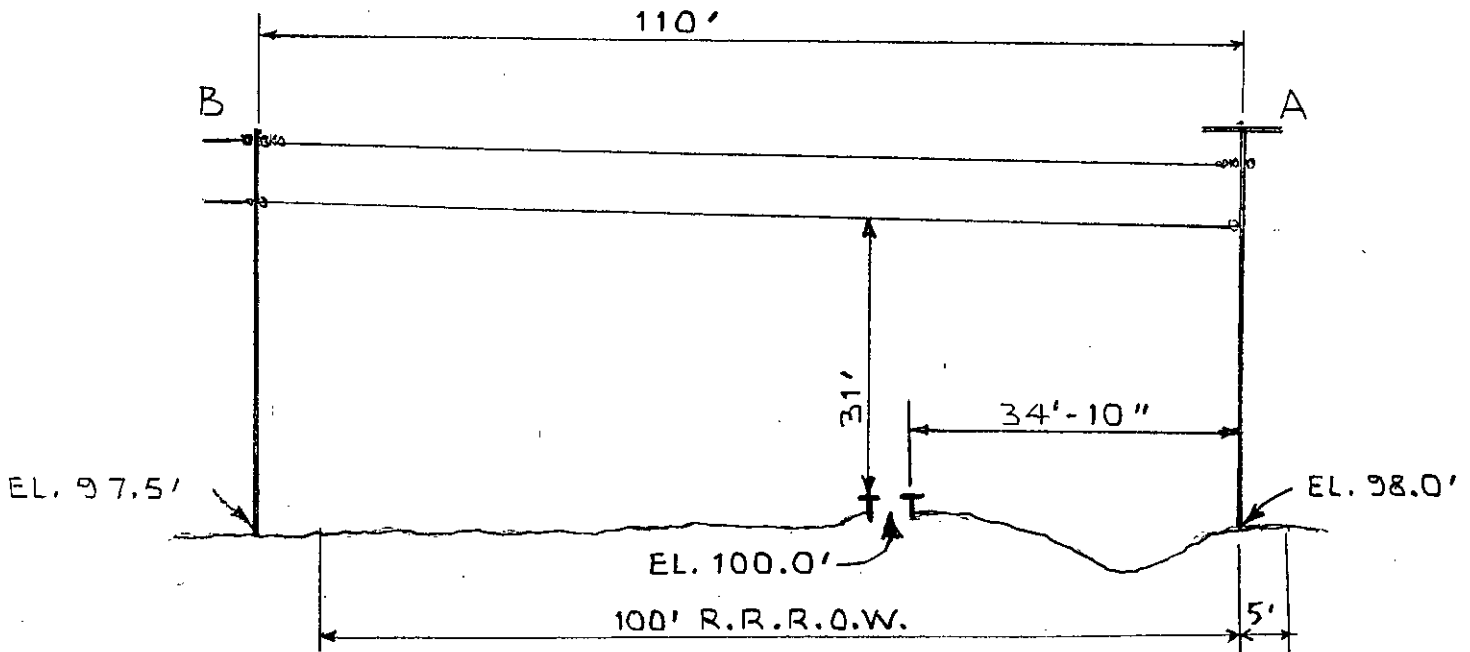
Division MACOMB
 Date _____

RECORDED R/W FILE NO. 71297

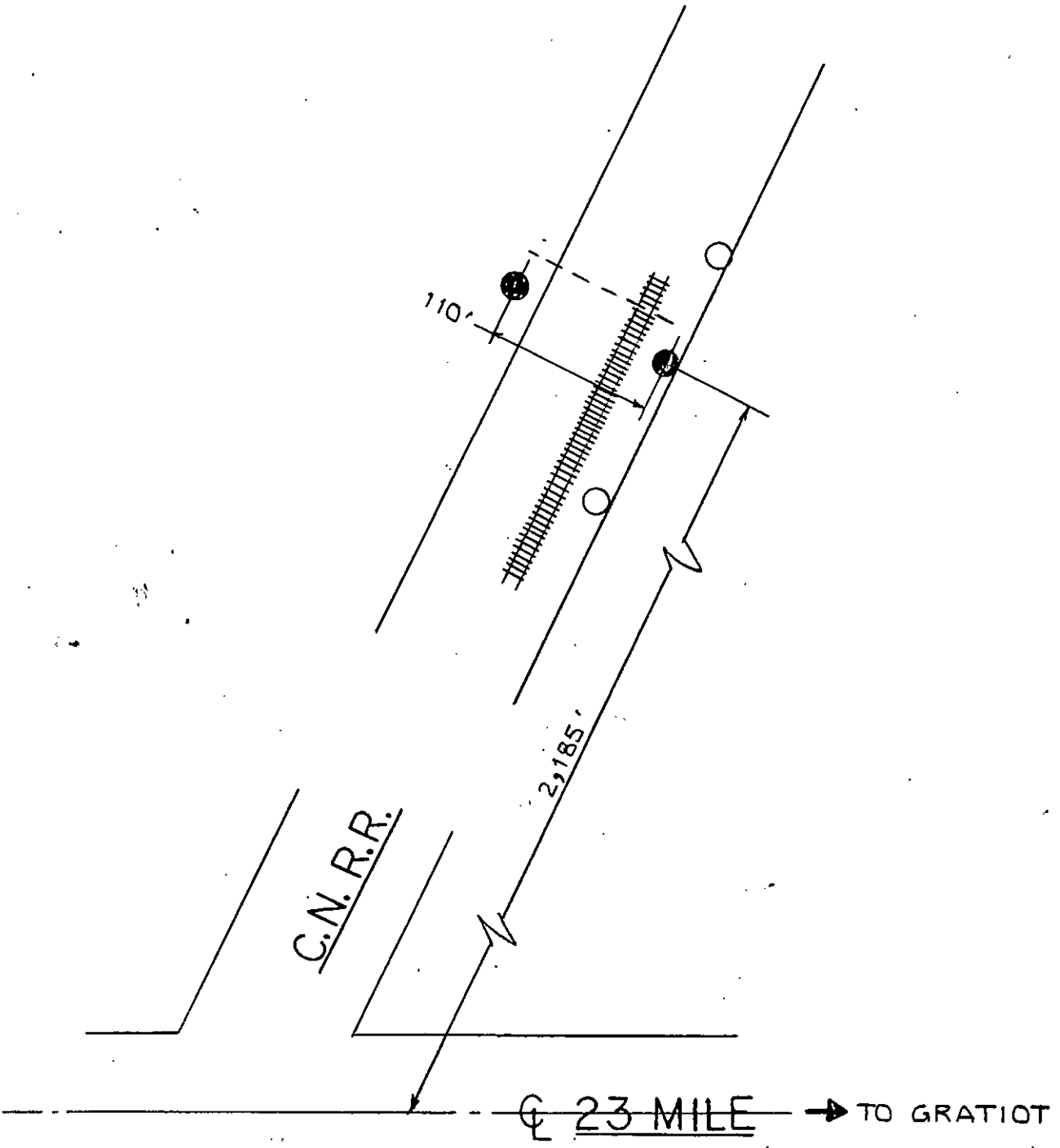
CONSTRUCTION SUMMARY

POLE B 50' SET 7.0'
 DET. 13X38
 DET. 605C

POLE A 50' SET 7.5'
 DET 13X33 1G
 DET 13X33 1BG
 DET 605D



ELEVATION (LOOKING NORTHEAST)
SCALE: 1" = 20'



LOCATION SKETCH
NO SCALE



CANADIAN NATIONAL RAILROAD

2800 Livernois, Suite #330
Troy, MI 48083

May 15, 2002

Detroit Edison
12000 Dixie Road
Redford, MI 48239-2453

ATTN : Mr. Thomas Wilson, SR/WA, Real Estate Facilitator

RE: Aerial Crossing (new crossing), Mt. Clemens Subdivision, Chesterfield Township, Macomb County, Michigan, M.P. 28.27, Service Order 513570

Dear Mr. Wilson:

This is in response to your submittal of April 26, 2002 whereby Detroit Edison proposes to install: AB 3-1/0 ACSR 13.2 v., 1/0 ACSR NEUT, crossing our tracks at the referenced location Chesterfield Township, Michigan.

Installations as shown on your drawings are acceptable with minimum clearance above top of rail to be 27 feet. The crossing is within railroad right of way as indicated on your drawings. An easement will be required. Please contact our Manager, Asset Management, Mr. T. J. Rigley at: (248) 740-6646 providing him with a centerline description of the crossing.

RAILROAD INSPECTOR MUST BE ON THE JOBS FOR BOTH THE CROSSINGS

This office shall receive 72 hours notice exclusive of weekends and holidays before any work is performed in the vicinity of the track. Such notice shall only be accepted from the owner or their duly authorized agent. To arrange for an inspector, call Robert Tietje at (248) 452-4994 or Marc Dupuis at: (248) 452-4990. In the event a railroad inspector is not available, it may be necessary to adjust the schedule of work.

Upon review of your entire proposed project, our estimate of all railroad's engineering costs associated with job set-up, plan review and installation flagging/inspection is \$1,500.00. The railroad has a policy that requires us to collect such costs in advance. **Please make checks payable to: Grand Trunk Western Railroad, Inc.**

If in the course of the project, it becomes apparent that the above estimate will fall below actual expense, an additional advance(s) may be required. Upon completion of the project, documentation of our actual expense and refund, if any, will be provided upon your written request. If actual expenses exceed the amount advanced, you will be billed for any shortage. Charges will be at the rate in effect at the time work is performed.

71297
RECORDED R/W FILE NO.

Detroit Edison



DISTRIBUTION OPERATIONS

April 26, 2002

Mr. Robert Tietje
Engineer Technical Services
Grand Trunk Western Railroad Company
700 Pershing Street
Pontiac, Michigan 48340

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If you have any questions, please contact me on (313) 235-2168.

Sincerely,

Thomas Wilson, SR/WA
Real Estate Facilitator
Wilsont@dteenergy.com

Attachments

cc T. Muszynski (Mt. Clemens SC)

RECORDED R/W FILE NO. 71297

